



DEPARTMENT OF
ECOLOGY
State of Washington

Underground Storage Tank
Galvanic Cathodic Protection Evaluation Checklist
Instructions are on back of form

I. UST Facility		II. UST Owner	
Facility Compliance Tag #: 4020050		Name: Colville Confederated Tribes	
UFI:		Address: PO Box 150	
Facility Name: Colville Tribal Fish Hatchery		City: Nespelem	State: WA ZIP: 99155
Address: 77 Tribal Hatchery Rd		Phone: 509-634-2131	
City: Bridgeport		III. CP Tester	
County: Okanogan		Tester's Name: Ray A Allen	
State: WA		Company Name: Corrosion Control Engineering	
ZIP: 98813		Address: 10705 N Fairview Rd	
Phone: 509-686-9330		City: Spokane	State: WA ZIP: 99217
		Phone: 509-467-3911	
		Certification Type: NACE	
		Certification Number: 1374 Exp: Sept 2016	

IV. Cathodic Protection Tester's Evaluation	
<input type="checkbox"/> Pass	I certify that the criteria used to evaluate whether cathodic protection is adequate, as required by the Washington State Underground Storage Tank Regulations, were in accordance with a code of practice developed by a nationally recognized association (e.g. NACE).
<input checked="" type="checkbox"/> Fail	

CP Tester's Signature: Ray Allen

Date CP Survey Performed: June 4, 2014

V. Retrofit or Repair Design	
All retrofitting or repairs to CP systems shall be designed by a Corrosion Expert. I certify that I am a Corrosion Expert qualified to engage in the practice of corrosion control on buried or submerged metal piping systems and metal tanks. I have attached copies of the retrofit/repair design and of the Underground Storage Tank Retrofit and Repair Checklist.	

Corrosion Expert's Name:	National Recognized Organization:
Company Name:	Certification Number:
Corrosion Expert's Signature:	Date:

VI. Criteria Applicable to Evaluation			
Continuity Test	<input checked="" type="checkbox"/> PASS <input type="checkbox"/> FAIL	USTs must show discontinuity using an approved testing method	
Neg. 850 ON	X <input type="checkbox"/> Pass <input type="checkbox"/> Fail	Tanks	Negative (cathodic) potential of at least -850 mV with the cathodic protection applied. This potential is with respect to a saturated copper-copper sulfate reference electrode containing electrolyte.
	X <input type="checkbox"/> Pass <input checked="" type="checkbox"/> Fail	Piping	
Neg. 850 Instant Off	X <input type="checkbox"/> Pass <input type="checkbox"/> Fail	Tanks	A negative polarized potential of at least 850 mV relative to a saturated copper-copper sulfate reference electrode (Instant Off Potential).
	X <input type="checkbox"/> Pass <input type="checkbox"/> Fail	Piping	
100 mV Pol.	X <input type="checkbox"/> Pass <input type="checkbox"/> Fail	Tanks	A minimum of 100 mV of cathodic polarization between the structure surface and a stable reference electrode contacting the electrolyte.
	X <input type="checkbox"/> Pass <input type="checkbox"/> Fail	Piping	

VII. Action Required as a Result of this Evaluation	
<input type="checkbox"/> NONE	Cathodic Protection is adequate. No further action is necessary at this time.
<input type="checkbox"/> RETEST	Cathodic Protection may not be adequate. Retest is necessary.
<input checked="" type="checkbox"/> RETROFIT/REPAIR and RETEST	Cathodic Protection is not adequate. Retrofitting or Repairing is necessary.

Remarks (Include type of gear; Ex: Multi-meter):

Piping below dispenses need attention

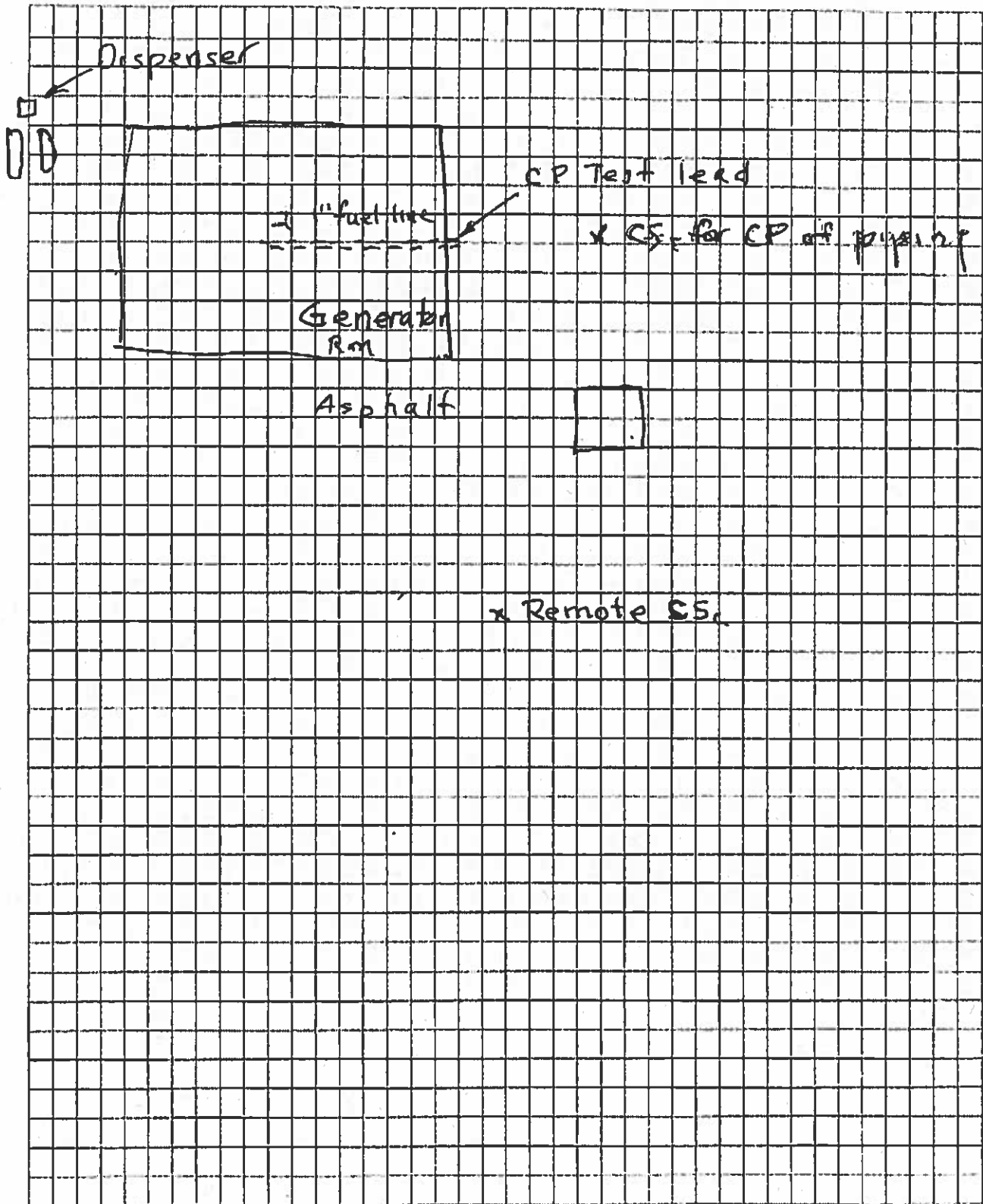
VIII. Galvanic (Sacrificial Anode) Cathodic Protection System Continuity Survey

[illegible]

IX. Galvanic (Sacrificial Anode) Cathodic Protection System Survey

[illegible]

X: UST Site Plan: Diagram the UST System, including tanks, piping and dispenser locations, approximate scale, and any other notable structural/physical features. Indicate north with an arrow. Include the cathodic protection test locations used during this testing. The test points must be easily identifiable so that testing can be reproduced and your results verified.





Underground Storage Tank Cathodic Protection Checklist

The attached Underground Storage Tank (UST) checklist is required for the activity above. This checklist certifies the Cathodic Protection activities are performed and conducted in accordance with Chapter 173.360 WAC.

See back of form for instructions.

1. UST SYSTEM LOCATION AND OWNER

UBI Number: _____ Site ID Number: 4020050
(UBI # from Master Business License) (Available from Ecology if tank is Registered)

Site/Business Name: Colville Tribal Fish Hatchery

Site Address: 77 Tribal Hatchery Rd Okanogan
Street City State Zip+4 (required)
Bridgeport, WA 98813

Telephone: 509-686-9330

UST Owner/Operator: Colville Confederated Tribes

Mailing Address: 150
Street P.O. Box
Nespelem, WA 99155
City State Zip+4 (required)

Telephone: _____

2. FIRM PERFORMING WORK

Service Company: Corrosion Control Engineering

Service Co. Address: 10705 N. Fairview Rd.
Street
Spokane WA 99217-9726
City State Zip+4 (required)

Certified Supervisor: Raymond A. Allen, P.E.

Address: 10705 N. Fairview Rd.
Street P.O. Box
Spokane WA 99217-9726
City State Zip+4 (required)

ICC Certification Number: 0880018-44 Certification Issue Date (Month/Year): Dec 2006

Telephone: 509-467-3911

Ecology is an equal opportunity employer.
For special accommodation needs, please contact the Underground Storage Tanks Section at (360) 407-7170.
1-(800) 833-6388 or 711 (TTY)

ECY 070-70 (12/05) White Copy (Ecology), Yellow Copy (Owner/Operator), Pink Copy (Service Provider)

Underground Storage Tank

Cathodic Protection Checklist

File ID #	4020050
Site Address	77 Tribal Hatchery Rd
City	Bridgeport

The information provided in this section should reflect the UST system after the completion of cathodic protection installation or retrofit. Provide the following information for each tank that is cathodically protected with impressed current or sacrificial anodes. For more than four UST systems, you may photocopy this form prior to completing.

I. UST SYSTEM INFORMATION

	Tank 1	Tank 2	Tank 3	Tank 4
1. Tank ID # (tank name registered with Ecology)	1	2		
2. Year tank installed	1989	1989		
3. Tank capacity in gallons	2.5K	.55K		
4. Tank material	Fiberglass			
5. Tank coating	-	-		
6. Piping construction material	steel	steel		
7. Piping coatings	galvanized			
8. Year cathodic protection installed	2004	2004		

II. CATHODIC PROTECTION INFORMATION

	Tank 1	Tank 2	Tank 3	Tank 4
1. Type of Cathodic Protection (check box)				
Sacrificial Anode (Galvanic)	X	X		
Impressed Current				
Check Box(es)				
2. Type of cathodic protection activity performed				
• Installation of new cathodic protection system				
• Retrofitting of existing cathodic protection system				
• Repair of existing cathodic protection system				
• Testing	X	X		
Other (describe in space below)				
3. Completion date of activity checked above	6-10-08	6-10-08	6-10-08	

ECY 070-70 (06/03)

White Copy (Ecology), Yellow Copy (Owner/Operator), Pink Copy (Service Provider)

Cathodic Protection Checklist (continued)

The following items shall be *initiated* by the Certified Supervisor whose signature appears below.
 All of the following items shall be initiated when cathodic protection systems are installed or retrofitted.
 When cathodic protection testing is done solely to evaluate the performance of existing cathodic protection systems on existing US1 installations only items 10-12, 15, 16 are required to be initiated.

III. CATHODIC PROTECTION INSTALLATION/RETROFITTING

- | | Yes | No | NA* |
|--|--------------------------|--------------------------|--------------------------|
| 1. If field-installed, has the cathodic protection system been designed by a person who is: 1) accredited or certified as being qualified by the National Association of Corrosion Engineers or 2) is a registered professional engineer who has certification or licensing that includes education and experience in corrosion control of buried or submerged metal piping systems and metal tanks? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are the size, type, location and installation of tank and piping anodes in the completed installation/retrofit as specified in the design plans and specifications? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Have all existing anodes, anode connections and test leads been inspected and any required repairs or replacements been made? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. For impressed current systems, does the installed rectifier meet design specifications? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. For impressed current systems, has the rectifier been installed per code and manufacturer's requirements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Are the electrical connections between system components per code and design specifications? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Have provisions been made for testing cathodic protection systems or tanks(s) and piping as specified in WAC 173-360-305? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Has the cathodic protection system installation/retrofit been tested after being energized according to applicable criteria in the National Association of Corrosion Engineers Standard RP-02-85? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Has the owner/operator been provided with written documentation of the cathodic protection system installation/retrofit? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Cathodic Protection Testing

- | | | | |
|---|-------------------------------------|--------------------------|--------------------------|
| 10. Have all cathodic protection systems on tank(s) and piping been tested and inspected and determined to be properly operating according to applicable criteria in National Association of Corrosion Engineers Standard RP-02-85? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Has Site Plan (Section V.) with CP test points, been completed? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Attach all voltage reading field data with test point locations for each tank and/or piping. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. List millivolt reading for each tank. Tank #1 <u>Fiberglass</u> Tank #3 _____ Tank #4 _____ | | | |
| 14. List millivolt reading for piping. Piping #1 <u>876</u> Piping #2 _____ Piping #3 _____ Piping #4 _____ | | | |
| 15. Has the owner/operator been provided with written documentation of the results of the cathodic protection system inspection and testing? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 16. Has owner representative signed the checklist? (Copy mailed to Ecology) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

IV. REQUIRED SIGNATURES

I hereby attest, that I have been the Certified Supervisor responsible for the above listed cathodic protection activities, and to the best of my knowledge they have been conducted in compliance with all applicable state and federal laws, regulations and procedures, pertaining to underground storage tanks.

Persons submitting false information are subject to formal enforcement and/or penalties under Chapter 173.360 WAC.

6-10-08 Raymond A. Allen Raymond A. Allen
 Date Signature of Certified Supervisor Print or Type Name

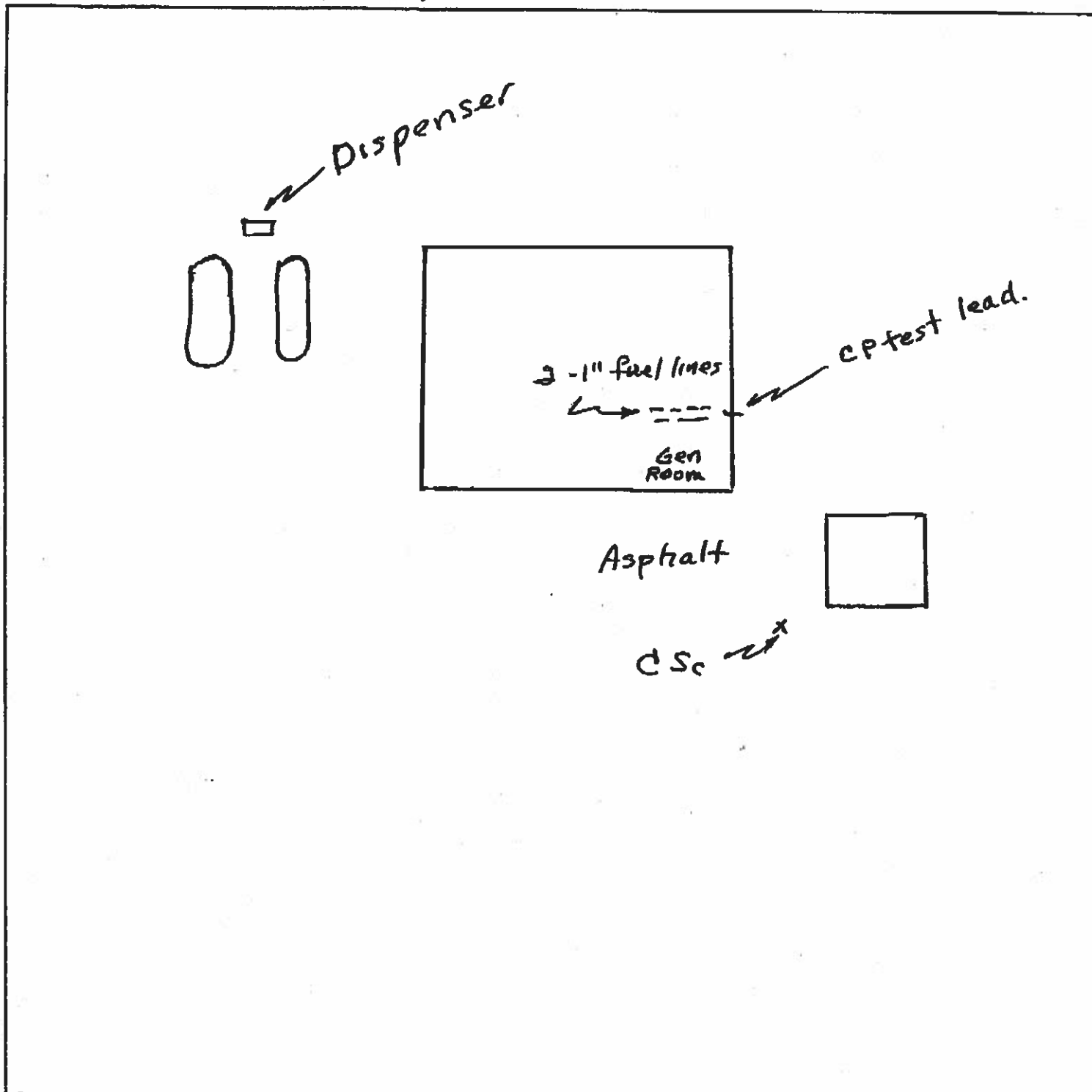
6-10-08 GARY IVES GARY IVES
 Date Signature of Tank Owner or Authorized Representative Print or Type Name

* Item not applicable

ECY 070-70 (06/03) White Copy (Ecology), Yellow Copy (Owner/Operator), Pink Copy (Service Provider)

Cathodic Protection Checklist (continued)

V. UST Site Plan - Illustrate the UST system (tanks, piping, dispenser) locations, approximate scale, north arrow, and any notable structures/physical features. Include the cathodic protection test locations used during this cathodic protection testing (attach a copy of your test data). The test points must be easily identifiable, to the extent it could be reproduced and your results verified.



ECY 070-70 (06/03) White Copy (Ecology), Yellow Copy (Owner/Operator), Pink Copy (Service Provider)

4020050



"cct hatchery"
<ccttribalhatchery@ncidata .com>

08/01/2007 01:39 PM

To Jim Greeves/R10/USEPA/US@EPA

cc

bcc

Subject

History:

✉ This message has been replied to.

Hi, Jim this is Gary with the Colville Tribal Trout hatchery. I did notice we had an alarm on our unleaded tank. I called Northwest Pumps in Spokane to see if one of there tech's could come out to check it out. When I didn't hear from them, I called them back on 7/21/07 and they said they ordered a new fuel sensor. They said they would call again when the tech was coming out. The number for Northwest Pumps is 1(509)535-3633. We are trying to fix this problem as soon as possible.

4020050

Colville Fish Hatchery



COLVILLE CONFEDERATED TRIBES
Fish & Wildlife Department
P.O. Box 150 - Napeequa, WA 99155
Phone: (509) 634-2110 - Fax: (509) 634-2126

FAX COVER SHEET

DATE: 8-13-07

TO: Jim GREEVES

FAX #: (360) 753-8080

FROM: GARY IVES

PAGES (not including cover): 1

MESSAGE:

Northwest Pump & Equipment got to the
hatchery to replace the High liquid alarm
SENSOR. Everything back to operating
properly.

*** NORTHWEST PUMP & EQUIPMENT CO.**

WORK ORDER / PARTS PO

1-866-205-7777

CUSTOMER Bridgeport Fish Hatchery Order Number 1548708 DATE 8-16-07

ADDRESS 77 T. Sec Hatchery Rd / 1845 Hwy 17 CITY Bridgeport WA 98918

P.O. # _____ SITE CONTACT _____ PHONE 509 646 9330

PARTS	WAREHOUSE	TRUCK	RETURN TO STOCK	PARTS USED	NEED	CORE	WARR
1 <u>794380-303</u>	WHSE	TRK	RTS	USED	1		
2	WHSE	TRK	RTS	USED			
3	WHSE	TRK	RTS	USED			
4	WHSE	TRK	RTS	USED			
5	WHSE	TRK	RTS	USED			
6	WHSE	TRK	RTS	USED			
7	WHSE	TRK	RTS	USED			
8	WHSE	TRK	RTS	USED			

MODEL 726 SERIAL 11111 DISPENSER # 12 PRODUCT Urethane

PROBLEM FOUND L2 Plan 1000000000

WORK PERFORMED Replaced L2 Unmanned Tank Blower Tank Blower
Service Unit 1000000000
Detected - Service - Check for oil

COMMENTS _____

ARRIVAL 10:30 DEPART 11:30 TECH RS SRT 1 TRT 3 SOT TOT TOTAL 4 MILE

CUSTOMER SIGNATURE [Signature] JOB STATUS ☐ ACTIVE ☒ COMPLETE

TECHNICIAN SIGNATURE [Signature] Pg of



Underground Storage Tank

Check those activities which apply:

- ☐ Tightness Testing Checklist
☐ Retrofit/Repair Checklist
☒ Cathodic Protection Checklist

The attached Underground Storage Tank (UST) checklists are required for each of the listed activities. The checklists certify that Tightness Testing, Retrofit/Repair and/or Cathodic Protection activities are performed and conducted in accordance with Chapter 173.360 WAC. Complete this form and the corresponding UST checklist for each activity checked above.

See back of form for instructions.

RECEIVED

JUN 27 2005

EPA - WOO

1. UST SYSTEM LOCATION AND OWNER

UBI Number: _____ Site ID Number: 4020050
(UBI # from Master Business License) (Available from Ecology if tank is Registered)

Site/Business Name: Colville Tribal Fish Hatchery

Site Address: 77 Tribal Hatchery Rd. Okanogan
Bridgeport, WA 98813
City State Zip+4 (required)

Telephone: 509-686-9330

UST Owner/Operator: Colville Confederated Tribes

Mailing Address: 150
Nespelem, WA 99155
City State Zip+4 (required)

Telephone: _____

2. FIRM PERFORMING WORK

Service Company: Corrosion Control Engineering

Service Co. Address: 10705 N. Fairview Rd.
Spokane WA 99217-9726
City State Zip+4 (required)

Certified Supervisor: Raymond A. Allen, P.E.

Address: 10705 N Fairview Rd
Spokane, WA 99217-9726
City State Zip+4 (required)

IFIC Certification Number: 880018-28 Certification Issue Date (Month/Year): December 2004

Telephone: 509-467-3911

Follow-up CP survey

Ecology is an equal opportunity and affirmative action employer.
For special accommodation needs, please contact the Underground Storage Tanks Section at (360) 407-7170.

Underground Storage Tank

Cathodic Protection Checklist

Site ID #	4020050
Site Address	77 Tribal Hatchery Rd
City	Bridgeport

The information provided in this section should reflect the UST system after the completion of cathodic protection installation or retrofit. Provide the following information for each tank that is cathodically protected with impressed current or sacrificial anodes. For more than four UST systems, you may photocopy this form prior to completing.

I. UST SYSTEM INFORMATION

	Tank 1	Tank 2	Tank 3	Tank 4
1. Tank ID # (tank name registered with Ecology)	1	2		
2. Year tank installed	1989	1989		
3. Tank capacity in gallons	3.5K	.55K		
4. Tank material	Fiberglass			
5. Tank coating	-	-		
6. Piping construction material	steel	steel		
7. Piping coatings	galvanized			
8. Year cathodic protection installed	2004	2004		

II. CATHODIC PROTECTION INFORMATION

	Tank 1	Tank 2	Tank 3	Tank 4
1. Type of Cathodic Protection (check box) Sacrificial Anode (Galvanic) Impressed Current				
	X	X		
Check Box(es)				
2. Type of cathodic protection activity performed				
• Installation of new cathodic protection system				
• Retrofitting of existing cathodic protection system				
• Repair of existing cathodic protection system				
• Testing	X	X		
Other (describe in space below)				
3. Completion date of activity checked above	6-21-05	6-21-05		

Site ID # 4020050
 Site Address 77 Tribal Hatchery Rd.
 City Bridgeport

Cathodic Protection Checklist (continued)

The following items shall be *initiated* by the Certified Supervisor whose signature appears below.
 All of the following items shall be initiated when cathodic protection systems are installed or retrofitted.
 When cathodic protection testing is done solely to evaluate the performance of existing cathodic protection systems on existing UST installations only items 10, 11 and 12 are required to be initiated.

III. CATHODIC PROTECTION INSTALLATION/RETROFITTING

- | | Yes | No | NA* |
|--|--------------------------|--------------------------|--------------------------|
| 1. If field-installed, has the cathodic protection system been designed by a person who is: 1) accredited or certified as being qualified by the National Association of Corrosion Engineers or 2) is a registered professional engineer who has certification or licensing that includes education and experience in corrosion control of buried or submerged metal piping systems and metal tanks? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are the size, type, location and installation of tank and piping anodes in the completed installation/retrofit as specified in the design plans and specifications? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Have all existing anodes, anode connections and test leads been inspected and any required repairs or replacements been made? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. For impressed current systems, does the installed rectifier meet design specifications? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. For impressed current systems, has the rectifier been installed per code and manufacturer's requirements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Are the electrical connections between system components per code and design specifications? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Have provisions been made for testing cathodic protection systems or tanks(s) and piping as specified in WAC 173-360-305? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Has the cathodic protection system installation/retrofit been tested after being energized according to applicable criteria in the National Association of Corrosion Engineers Standard RP-02-85? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Has the owner/operator been provided with written documentation of the cathodic protection system installation/retrofit? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Cathodic Protection Testing

- | | | | |
|---|-------------------------------------|--------------------------|--------------------------|
| 10. Have all cathodic protection systems on tank(s) and piping been tested and inspected and determined to be properly operating according to applicable criteria in National Association of Corrosion Engineers Standard RP-02-85? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Has the owner/operator been provided with written documentation of the results of the cathodic protection system inspection and testing? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. List millivolt reading for each tank. Tank #1 _____ Tank #2 _____ Tank #3 _____ Tank #4 _____ | | | |

IV. REQUIRED SIGNATURES

Piping CP - 932

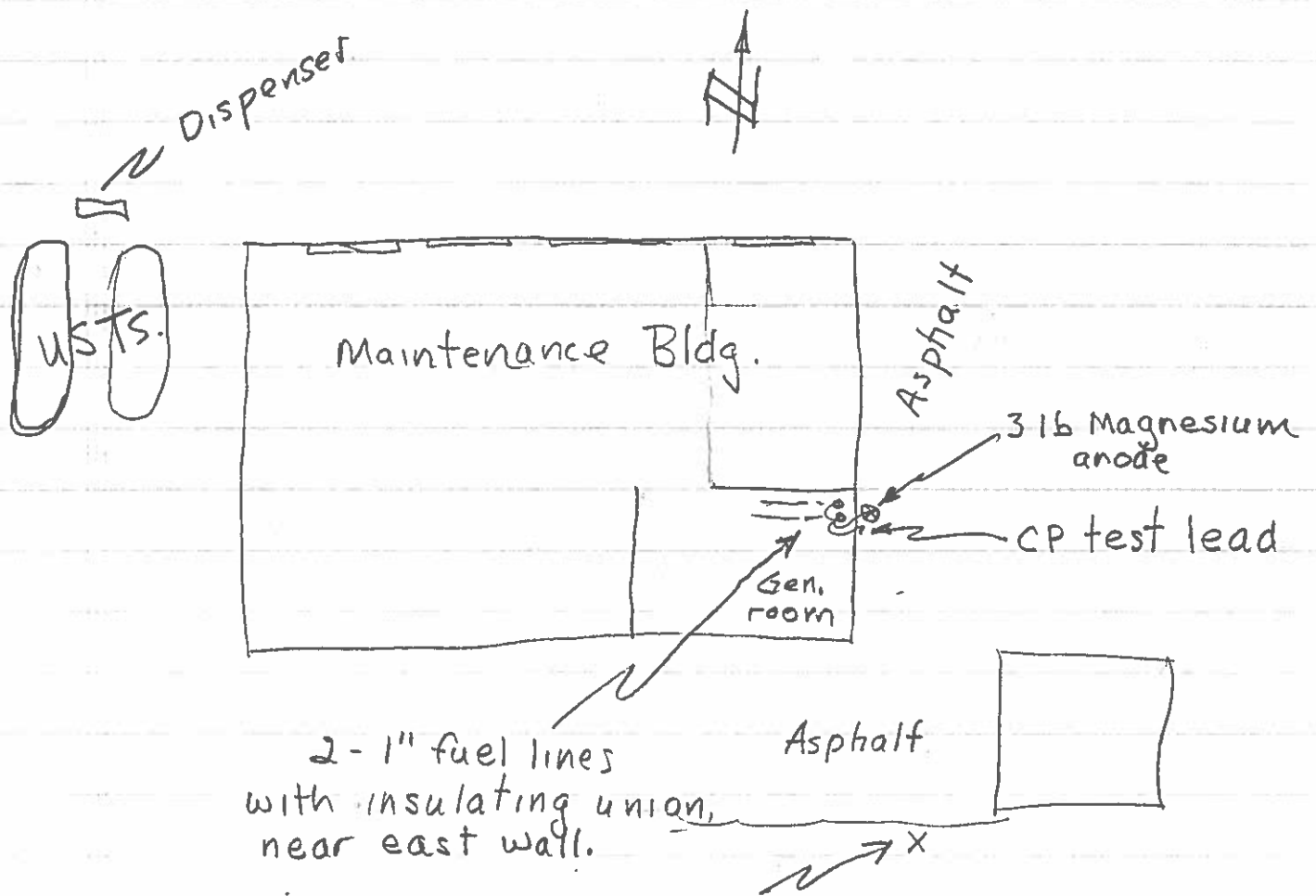
I hereby attest, that I have been the Certified Supervisor responsible for the above listed cathodic protection activities, and to the best of my knowledge they have been conducted in compliance with all applicable state and federal laws, regulations and procedures, pertaining to underground storage tanks.

Persons submitting false information are subject to formal enforcement and/or penalties under Chapter 173.360 WAC.

<u>6-21-05</u>	<u>Raymond A. Allen</u>	<u>Raymond A Allen</u>
Date	Signature of Certified Supervisor	Print or Type Name
<u>6-21-05</u>	<u>Gary J. Ellis</u>	<u>GARY J. ELLIS</u>
Date	Signature of Tank Owner or Authorized Representative	Print or Type Name

* Item not applicable
 ECV 070-70 (03/03)

White Copy (Ecology), Yellow Copy (Owner/Operator), Pink Copy (Service Provider)



Located copper-sulfate reference cell here — moist ground.

Colville Tribal Hatchery
77 Tribal Hatchery Rd.
Bridgeport, WA 98813

Sept 9, 2004

Ray Allen, P.E.
509.467.3911



Underground Storage Tank

Check those activities which apply:

- ☐ Tightness Testing Checklist
☐ Retrofit/Repair Checklist
☒ Cathodic Protection Checklist

The attached Underground Storage Tank (UST) checklists are required for each of the listed activities. The checklists certify that Tightness Testing, Retrofit/Repair and/or Cathodic Protection activities are performed and conducted in accordance with Chapter 173.360 WAC. Complete this form and the corresponding UST checklist for each activity checked above.

See back of form for instructions.

1. UST SYSTEM LOCATION AND OWNER

Jim's FAX 360-753-8080

UBI Number:

Site ID Number:

4020050

(UBI # from Master Business License)

Jim Reeves

(Available from Ecology if tank is Registered)

Site/Business Name:

Colville Tribal Fish Hatchery

Site Address:

77 Tribal Hatchery Rd.

Street

Bridgeport, WA

County

98813

City State

Zip+4 (required)

Telephone:

509-686-9330

UST Owner/Operator:

Colville Confederated Tribes

Mailing Address:

150

Nespelem WA

P.O. Box

99155

City State

Zip+4 (required)

Telephone:

2. FIRM PERFORMING WORK

Service Company:

Corrosion Control Engineering

Service Co. Address:

10705 N. Fairview Rd.

Street

Spokane WA

99217-9726

City State

Zip+4 (required)

Certified Supervisor:

Raymond A. Allen, P.E.

Address:

10705 N Fairview Rd

Street

Spokane, WA

P.O. Box

99217-9726

City State

Zip+4 (required)

IFIC Certification Number: 880018-28

Certification Issue Date (Month/Year): December 2002

Telephone: 509-467-3911

Ecology is an equal opportunity and affirmative action employer.

For special accommodation needs, please contact the Underground Storage Tanks Section at (360) 407-7170.

Site ID # 4020050Site Address 77 Tribal HatcheryCity Bridgeport

Underground Storage Tank

Cathodic Protection Checklist

The information provided in this section should reflect the UST system after the completion of cathodic protection installation or retrofit. Provide the following information for each tank that is cathodically protected with impressed current or sacrificial anodes. For more than four UST systems, you may photocopy this form prior to completing.

I. UST SYSTEM INFORMATION

	Tank 1	Tank 2	Tank 3	Tank 4
1. Tank ID # (tank name registered with Ecology)	# 1	# 2		
2. Year tank installed	1989	1989		
3. Tank capacity in gallons	2.5K	.55K		
4. Tank material	Fiberglass	Fiberglass		
5. Tank coating	-	-		
6. Piping construction material	steel	steel		
7. Piping coatings	galvanized	galvanized		
8. Year cathodic protection installed	2004	2004		

II. CATHODIC PROTECTION INFORMATION

	Tank 1	Tank 2	Tank 3	Tank 4
1. Type of Cathodic Protection (check box)				
Sacrificial Anode (Galvanic)	X	X		
Impressed Current				
Check Box(es)				
2. Type of cathodic protection activity performed				
• Installation of new cathodic protection system				
• Retrofitting of existing cathodic protection system				
• Repair of existing cathodic protection system				
• Testing	X	X		
Other (describe in space below)				
3. Completion date of activity checked above	4-7-04	9-7-04		

Site ID # 4020050Site Address 77 Tribal HatcheryCity Bridgeport**Cathodic Protection Checklist (continued)**

The following items shall be initiated by the Certified Supervisor whose signature appears below.
 All of the following items shall be initiated when cathodic protection systems are installed or retrofitted.
 When cathodic protection testing is done solely to evaluate the performance of existing cathodic protection systems on existing UST installations only 10, 11 and 12 are required to be initiated.

III. CATHODIC PROTECTION INSTALLATION/RETROFITTING

- | | Yes | No | NA* |
|--|-------------------------------------|--------------------------|--------------------------|
| 1. If field-installed, has the cathodic protection system been designed by a person who is: 1) accredited or certified as being qualified by the National Association of Corrosion Engineers or 2) is a registered professional engineer who has certification or licensing that includes education and experience in corrosion control of buried or submerged metal piping systems and metal tanks? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are the size, type, location and installation of tank and piping anodes in the completed installation/retrofit as specified in the design plans and specifications? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Have all existing anodes, anode connections and test leads been inspected and any required repairs or replacements been made? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. For impressed current systems, does the installed rectifier meet design specifications? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. For impressed current systems, has the rectifier been installed per code and manufacturer's requirements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Are the electrical connections between system components per code and design specifications? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Have provisions been made for testing cathodic protection systems or tanks(s) and piping as specified in WAC 173-360-305? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Has the cathodic protection system installation/retrofit been tested after being energized according to applicable criteria in the National Association of Corrosion Engineers Standard RP-02-85? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Has the owner/operator been provided with written documentation of the cathodic protection system installation/retrofit? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Cathodic Protection Testing

- | | | | |
|---|-------------------------------------|--------------------------|--------------------------|
| 10. Have all cathodic protection systems on tank(s) and piping been tested and inspected and determined to be properly operating according to applicable criteria in National Association of Corrosion Engineers Standard RP-02-85? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Has the owner/operator been provided with written documentation of the results of the cathodic protection system inspection and testing? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

12. List millivolt reading for each tank. Tank #1 _____ Tank #2 _____ Tank #3 _____ Tank #4 _____

* Item not applicable

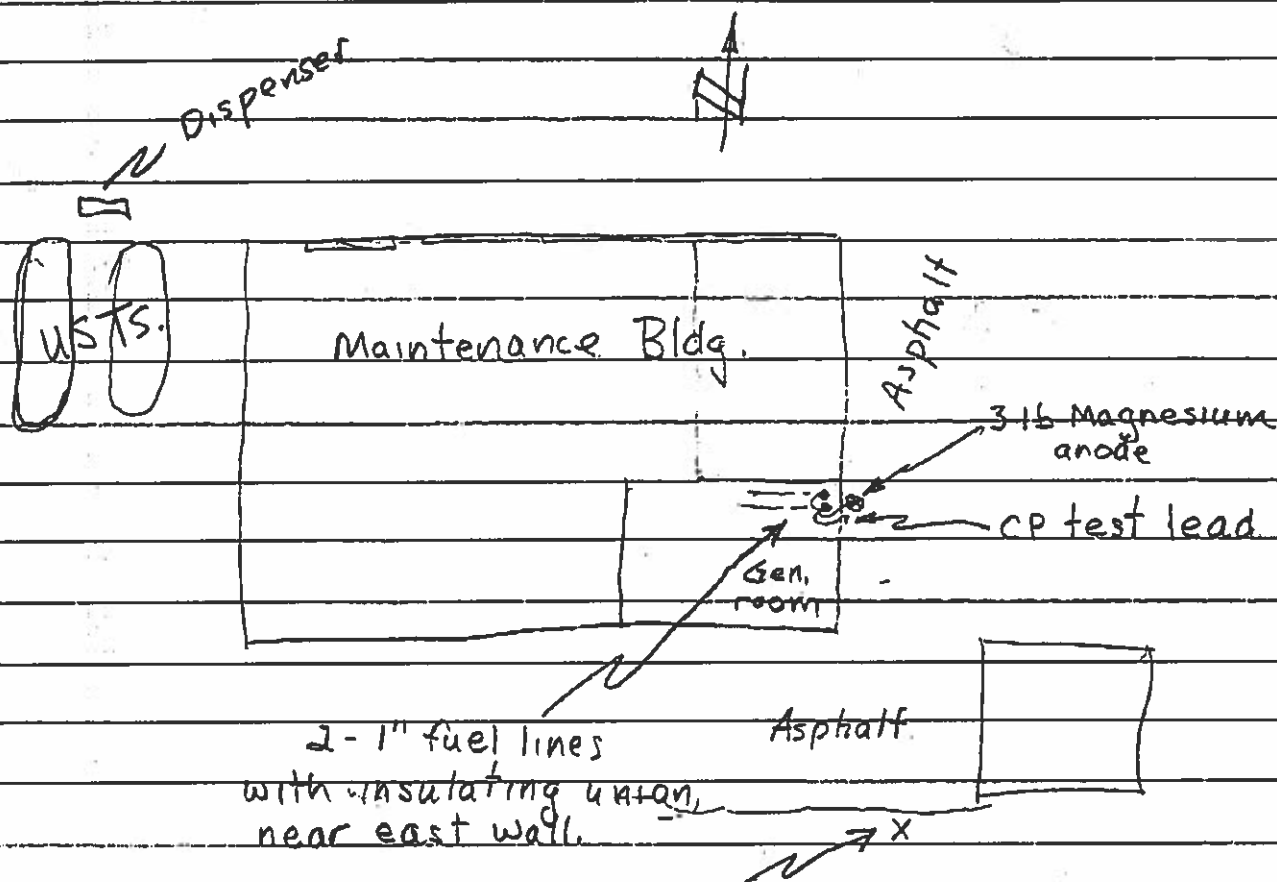
Piping Native 370 mv csc CP 1078 mv csc

IV. REQUIRED SIGNATURES

I hereby attest, that I have been the Certified Supervisor responsible for the above listed cathodic protection activities, and to the best of my knowledge they have been conducted in compliance with all applicable state and federal laws, regulations and procedures, pertaining to underground storage tanks.

Persons submitting false information are subject to formal enforcement and/or penalties under Chapter 173.360 WAC.

Date 9-7-04 Signature of Certified Supervisor Raymond A. Allen Print or Type Name Raymond A. Allen
 Date 9/7/04 Signature of Tank Owner or Authorized Representative Rodney Stensgar Print or Type Name Rodney Stensgar



Located copper-sulfate reference
cell here - moist ground.

Colville Tribal Hatchery
77 Tribal Hatchery Rd.
Bridgeport, WA 98813

Sept 9, 2004

Ray Allen, P.E.
509.467.3911



Confederated Tribes of the Colville Reservation
Colville Tribal Hatchery

P.O. Box 880 Bridgeport WA 98813

(509)686-9330

FAX: (509)686-2100

May 13, 2004

FAXED TO: Jim Greeves, E.P.A.

FAX NUMBER: (360) 753-8080

FAXED FROM: Rodney Stensgar- Hatchery Manager

NUMBER OF PAGES (NOT INCLUDING COVER PAGE) 23

COMMENTS: U.S.T. Insurance Policy.

CERTIFICATE OF INSURANCE STATE OF WASHINGTON

NAME OF INSURER: Colony Insurance Company
9201 Forest Hill Avenue, Suite 200
Richmond, Virginia 23235
Tel. (800) 677-6614

NAME OF INSURED: Confederated Tribes of Colville
D.B.A. Roosevelt Recreational Enterprise

ADDRESS OF INSURED: P.O. Box 5
Coulee Dam, WA 99116

POLICY NUMBER: WA673514-4

PERIOD OF COVERAGE: 01/17/2004 TO 01/17/2005

CERTIFICATION:

1. Colony Insurance Company, the "Insurer", as identified above, hereby certifies that it has issued liability insurance covering the following Underground Storage Tank(s):

See Schedule of Facilities Endorsement (E038)

For taking corrective action and compensating third parties for "bodily injury" and "property damage" caused by either sudden accidental releases or non-sudden accidental releases or accidental releases, in accordance with and subject to the limits of liability, exclusions, conditions, and other terms of the policy arising from operating the underground storage tank(s) identified above.

The Limits of Liability are \$1,000,000 Each Occurrence and \$1,000,000 Annual Aggregate, exclusive of legal defense costs, which are subject to a separate limit under the policy. This coverage is provided under WA673514-4. The effective date of said policy is 01/17/04.

2. The Insurer further certifies the following with respect to the insurance described in Paragraph 1:
 - A. Bankruptcy or insolvency of the insured shall not relieve the insurer of its obligations under the policy to which this certificate applies.
 - B. The insurer is liable for the payment of amounts within any deductible applicable to the policy to the provider of Corrective Action or a Damaged Third-party, with a right of reimbursement by the insured for any such payment made by the insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated under another mechanism or combination of mechanisms as specified in WAC 173-360-413 through 173-360-433.

- C. Whenever requested by the director of the Washington state department of ecology, the Insurer agrees to furnish the director a signed duplicate original of the policy and all endorsements.
- D. Cancellation or any other termination of the insurance by the Insurer, except for non-payment of premium or misrepresentation by the insured, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the insured. Cancellation for non-payment of premium or misrepresentation by the insured will be effective only upon written notice and only after expiration of a minimum of 10 days after a copy of such written notice is received by the insured.
- E. The insurance covers claims otherwise covered by the policy that are reported to the Insurer within six months of the effective date of cancellation or non-renewal of the policy except where the new or renewed policy has the same retroactive date or a retroactive date earlier than that of the prior policy, and which arise out of any covered occurrence that commenced after the policy retroactive date, if applicable, and prior to such policy renewal or termination date. Claims reported during such extended reporting period are subject to the terms, conditions, limits, including limits of liability, and exclusions of the policy.

I hereby certify that the wording of this instrument is identical to the wording in WAC 173-360-480 and that the Insurer is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines Insurer, in one or more states.

Michele Williams

Authorized Representative of Colony Insurance Company
Michele Williams
601 West Main, Suite 1400
Spokane, WA 99210-2151

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF FACILITIES ENDORSEMENT STORAGE TANK POLLUTION LIABILITY COVERAGE

It is agreed that coverage is provided for the "Storage Tank Systems" at the "Scheduled Facility(ies)" listed below:

<u>SCHEDULED FACILITY(IES)</u>	<u>NUMBER OF STORAGE TANK SYSTEM(S)</u>	<u>RETROACTIVE DATE(S)</u>
Seven Bays Marina Davenport, WA 99122	2 Underground	01/17/94
Keller Ferry Marina Wilbur, WA 99185	1 Underground	1/17/94
13829J Highway 17 Bridgeport, WA 98813	2 Underground	10/23/00

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

E038 (12/00)

1 of 1

WASHINGTON STORAGE TANK POLLUTION LIABILITY COVERAGE PART

This coverage part consists of this Declarations form, the Washington Storage Tank Pollution Policy Coverage Form and the endorsements indicated as applicable. (See COMMON POLICY DECLARATIONS for items 1 and 2.)

POLICY NO. WA673514-4NAMED INSURED: Confederated Tribes of Colville, D.B.A. Roosevelt Recreational Enterprise**3. LIMITS OF INSURANCE:**

Bodily Injury, Property Damage and Corrective Action Costs:
 Each Claim: \$1,000,000
 Aggregate Policy Limit: \$3,000,000

Defense Costs:
 Aggregate Policy Limit: \$250,000.

Deductible (Each Claim): \$5,000

RETROACTIVE DATE

Retroactive Date: See Facilities Schedule 12:01 A.M. standard time at your mailing address shown in Item 1 of the Common Policy Declarations

CLASSIFICATION	CODE NO.	PREMIUM BASIS	RATE	ADVANCE PREMIUM	
				PR / CO	ALL OTHER
WA Storage Tank Pollution Liability Policy	350-13454	<u>Number of Tanks</u> [5] Underground [0] Above ground	FLAT		\$2,254
Sudden & Accidental Release During Loading or Unloading Coverage					Not Covered
Business Interruption Coverage					Not Covered
Storage Tank Repair or Replacement Cost Coverage					Not Covered
Per Scheduled Facility Aggregate Limit of Insurance					\$225
4. FORMS / ENDORSEMENTS APPLICABLE: See Schedule of Forms - U001 (11/98)			TOTAL PREMIUM FOR THIS COVERAGE PART		\$2,479

5. FORM OF BUSINESS: Tribal EnterpriseAudit Period: Annual unless otherwise stated: FLAT

Insured: **Confederated Tribes of Colville, D.B.A. Roosevelt Recreational Enterprises**
 Policy Number: **WA673514-4**

SCHEDULE OF FORMS AND ENDORSEMENTS

Forms and Endorsements applying to and made a part of this policy at the time of issuance:

NUMBER	TITLE
FORMS APPLICABLE -	COMMON POLICY DECLARATIONS
IL0021E(PP)-0700 EU055-1200	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT EXCLUSION - YEAR 2000 COMPUTER RELATED & OTHER ELECTRONIC PROBLEMS
FORMS APPLICABLE -	WASHINGTON STORAGE TANK POLLUTION LIABILITY POLICY COVERAGE PART
DCJ6553-WA-0601	WASHINGTON STORAGE TANK POLLUTION LIABILITY POLICY COVERAGE PART DECLARATIONS
E038-1200	SCHEDULE OF FACILITIES ENDORSEMENT
U094-0702	SERVICE OF SUIT ENDORSEMENT
U002-0702	MINIMUM POLICY PREMIUM
E077CERTWA-0701	WASHINGTON CERTIFICATE OF INSURANCE ENDORSMENT
WA-0801	WASHINGTON STORAGE TANK POLLUTION LIABILITY POLICY
E067-1200	PER SCHEDULED FACILITY AGGREGATE LIMIT OF INSURANCE
E033MARINA-1200	MARINA EXCLUSION
EU163B-1102	WAR, CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM EXCLUSION

05/13/04 13:45 FAX 5096342872

BENEFITS OFFICE
CONOVER INS

0012

01/11/2004 10:41 FAX 5095477980

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARINA EXCLUSION

This insurance does not apply to "claims" for "bodily injury", "property damage" and "corrective action costs" caused by a "release" from a "storage tank system" at a "scheduled facility" from any piping, dispensers or nozzles located over any body of water.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

E033MARINA (12/00)

1 of 1

01/11/2004 16:41 FAX 5095477980

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PER SCHEDULED FACILITY AGGREGATE LIMIT OF INSURANCE

The Policy is amended to apply a separate Aggregate Limit of Insurance for each facility scheduled on the Policy in the amount shown below.

Per Scheduled Facility Aggregate Limit of Insurance \$ 1,000,000

Section IV. A. Limits of Insurance is deleted and replaced with the following:

1. The Company's total liability for all "claims" first reported to the Company during the "policy period" and the Extended Reporting Period, shall not exceed the Aggregate Policy Limit shown in Item 3. Limits of Insurance of the Policy Declarations.
2. Subject to the foregoing, the Company's total liability for all "claims" against a "scheduled facility" first reported to the Company during the "policy period" or Extended Reporting Period shall not exceed the Per Scheduled Facility Aggregate Limit of Insurance shown above.
3. Subject to the foregoing, the Company will pay covered "claims" in excess of the Deductible amount as shown in Declarations up to but not exceeding the Each "Claim" Limit.
4. The Per Scheduled Facility Aggregate Limit provided in this endorsement is included within and does not increase the Aggregate Policy Limit shown in Item 3. of the Policy Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM POLICY PREMIUM

The minimum earned premium for this policy will be calculated as follows:

1. The total policy premium as shown in the policy Declarations plus any premium adjustment by endorsements and any additional premium developed by audit. The due date for audit premiums is the date shown as the due date on the bill.
2. Audits that indicate a return premium will not reduce the minimum as stated in paragraph 1.
3. If the insured cancels this policy, the return premium will be 90% of the unearned premium subject to a minimum of 25% of the minimum earned premium described in paragraph 1.
4. If the company cancels the policy for any reason, other than for non-payment of premium, then the insured will be returned the full amount of the unearned premium without any minimum premium restrictions.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

U002-0702

1 of 1

05/13/04 13:45 FAX 5096342871
01/14/2004 16:41 FAX 5095477980

BENEFITS OFFICE
CONOVER INS

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2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT ENDORSEMENT

Service of process may be made upon the Company to:

Claims Manager
Colony Insurance Company,
Colony National Insurance Company, or
Colony Specialty Insurance Company
9201 Forest Hill Avenue, Suite 200
Richmond, Virginia 23235

Where required by statute, regulation or other regulatory directive, the Company appoints the Commissioner of Insurance, or other designee specified for that purpose, as its attorney for acceptance of service of all legal process in the state in any action or proceeding arising out of this insurance.

The Commissioner or other designee is requested to forward process to the Company as shown above, or if required in his/her particular state, to a designated resident agent for service of process.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

U094-0702

1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - YEAR 2000 COMPUTER RELATED AND OTHER ELECTRONIC PROBLEMS

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

This policy does not apply to any "claim" or suit arising directly or indirectly out of:

- A. Any actual or alleged failure, malfunction or inadequacy of:
- (1) any of the following, whether belonging to any insured or to others:
 - (a) computer hardware, including microprocessors;
 - (b) computer application software;
 - (c) computer operating systems and related software;
 - (d) computer networks;
 - (e) microprocessors (computer chips) not part of any computer system;
or
 - (f) any other computerized or electronic equipment or components; or
 - (2) any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph A.(1) of this endorsement due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.
- B. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph A. of this endorsement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

- c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

7. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
8. "Property damage" includes all forms of radioactive contamination of property.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

A. This insurance does not apply:

1. Under any Liability Coverage, to "corrective action costs", "bodily injury" or "property damage":
 - a. With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of insurance; or
 - b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which
 - (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
 - (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Liability Coverage, to "corrective action costs", "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - a. The "nuclear material"
 - (1) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or
 - (2) has been discharged or dispersed therefrom;
 - b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

- c. The "corrective action costs", "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to "property damage" to such "nuclear facility" and any property thereat.

B. As used in this endorsement:

1. "Hazardous properties" includes radioactive, toxic or explosive properties.
2. "Nuclear material" means "source material", "special nuclear material" or "by-product material".
3. "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
4. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
5. "Waste" means any waste material
 - a. containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and
 - b. resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".
6. "Nuclear facility" means:
 - a. Any "nuclear reactor";
 - b. Any equipment or device designed or used for
 - (1) separating the isotopes of uranium or plutonium,
 - (2) processing or utilizing "spent fuel", or
 - (3) handling, processing or packaging "waste";

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR, CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM EXCLUSION

This endorsement modifies insurance provided under the following:
CONTRACTORS POLLUTION AND ENVIRONMENTAL PROFESSIONAL LIABILITY POLICY
CONTRACTORS POLLUTION LIABILITY POLICY
SITE POLLUTION CLEANUP LIABILITY POLICY
ENVIRONMENTAL CONSULTANTS AND ENGINEERS PROFESSIONAL LIABILITY POLICY
SITE POLLUTION LIABILITY POLICY
STORAGE TANK POLLUTION LIABILITY POLICY
WASHINGTON STORAGE TANK POLLUTION LIABILITY POLICY

A. Exclusion I. is replaced by the following:

This Policy does not apply to:

1. Any "claim" arising, directly or indirectly, out of:

1. War, including:

- a. undeclared or civil war;
- b. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
- c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;
- d. strike, riot, civil commotion, confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government, public or local authority;

2. A "certified act of terrorism" or an "other act of terrorism" including any action taken in hindering or defending against an actual or expected incident of a "certified act of terrorism" or "other act of terrorism"; or

3. Any act of terrorism:

- a. that involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
- b. that is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- c. in which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials;

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage out of 1., 2. or 3. above; including

4. Damages arising, directly or indirectly, out of 1., 2. or 3. above that are awarded as punitive damages.

B. In the event of an act of terrorism, a "certified act of terrorism" or an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Policy.

C. DEFINITIONS Section is amended and the following added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":

- a. The act resulted in aggregate losses in excess of \$5 million; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002. Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

05/13/04 13:40 FAX 50863428/1

01/14/2004 16:12 FAX 5095477980

12/30/2003 17:50 FAX 5095477980

DEL-30-2003 16:26

MARSH

BENEFITS OFFICE

CONOVER INS

CONOVER INS

WV 0113

P.83

POLICYHOLDER DISCLOSURE

NOTICE OF INSURANCE COVERAGE FOR CERTIFIED ACTS OF TERRORISM

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, effective November 26, 2002, you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act.

The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Coverage under your policy may be affected as follows:

You should know that coverage provided by this policy for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the act.

You should also know that your policy does not provide coverage for acts of terrorism that are not certified by the Secretary of the Treasury.

Election or Rejection of Certified Terrorism Insurance Coverage

You must elect or reject this coverage for losses arising out of certified acts of terrorism, as defined in Section 102(1) of the Act, before the effective date of this policy. Your coverage cannot be bound unless our representative has received this form signed by you on behalf of all insureds with all premiums due.

Coverage election. I hereby elect to purchase coverage for certified acts of terrorism, as defined in Section 102(1) of the Act. The prospective annual premium is 5% of the total policy premium, subject to \$100 minimum. I understand that I will not have coverage for losses arising from any non-certified acts of terrorism.

OR

Coverage rejection. I hereby elect not to purchase coverage for certified acts of terrorism, as defined in section 102(1) of the Act. I understand that I will not have coverage for any losses arising from certified or non-certified acts of terrorism.

X

Policyholder / Applicant's Signature

Must be person authorized to sign for all insureds

CARL STURM - CTRC RISK MANAGER

Print Name

Named Insured

1/7/04

Date

The producer shown above is the insurance broker used to place your insurance coverage.

With us. Please discuss this Disclosure with your broker or agent before signing.

TRJA2002 Notice 1202

11/5/2003

Roosevelt Recreational Enterprise

Colony Insurance Co.
Insurance Company

WF 673514-4

Policy or Submission Number

45005

Marsh Advantage America

Producer Number and Name

601 W. Main St., Ste. 1400, Spokane WA 99210

Address, City, State, ZIP

600/800

CONOVER INS

01/08/2004 15:48 FAX 5095477980

TOTAL P.83

WASHINGTON STORAGE TANK POLLUTION LIABILITY POLICY

THIS IS A CLAIMS MADE AND REPORTED POLICY
PLEASE READ CAREFULLY

PROVISIONS

In consideration of payment of the premium, in reliance upon the statements in the Declarations, Endorsements and Application made a part hereof, and subject to all the terms, Conditions, Notice of "Claim" provisions, Deductible, Limits of Insurance and Exclusions of this Policy, the Company agrees with the Named Insured shown in the Declarations as follows:

I. INSURING AGREEMENT

- A. The Company will pay, in excess of the Deductible shown in the Declarations, those sums the insured becomes legally obligated to pay as:

1. "corrective action costs", and
2. "bodily injury" or "property damage"

because of a "release" of a "petroleum product" from a "storage tank system" at a "scheduled facility" to which this insurance applies.

- B. The Company will have the right and duty to defend the insured against a "claim" seeking "corrective action costs" or damages because of "bodily injury" or "property damage". However, the Company will have no duty to defend the insured against any "claim" seeking "corrective action costs", "bodily injury" or "property damage" to which this insurance does not apply. The Company may, at its discretion, investigate any "release" and settle any "claim" that may result. But:

1. The amount the Company will pay for damages is limited as described in Article IV. LIMITS OF INSURANCE;
2. The Company's right and duty to defend end when the Company has used up the applicable limit of insurance in the payment of "corrective action costs" or damages because of "bodily injury" or "property damage"; and
3. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided in Article II. DEFENSE COSTS.

- C. This insurance applies only if:

1. The "release" emanates from a scheduled "storage tank system" at a "scheduled facility";
2. The "release" first commences subsequent to the Policy effective date or retroactive date, if applicable; and
3. The "release" is reported in writing to the Company subsequent to the effective date and prior to the expiration date of the Policy or Extended Reporting Period, if applicable.

- D. All "claims" for "corrective action costs" or for "bodily injury" or "property damage" from the "release" will be deemed to have been made at the time the first of those "claims" is made against any insured and reported to the Company.

II. DEFENSE COSTS

- A. The following expenses shall be included in the Defense Costs incurred by the Company.

1. All fees, costs or expenses resulting from the defense and appeal of a covered "claim" other than salary costs of the Company's employees.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance.

3. All reasonable expenses incurred by the insured at the Company's request to assist in the investigation or defense of a "claim" or suit, including actual loss of earnings up to \$100 a day because of time missed from work.
4. All costs taxed against the insured in a suit.
5. Prejudgment interest awarded against an insured on that part of the judgment the Company pays. If the Company makes an offer to pay the applicable Limit of Insurance, the Company will not pay any prejudgment interest based on the period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will reduce the Limit of Insurance for Defense Costs described in Article IV. of the Policy.

III. WHO IS AN INSURED

If designated in the Declarations as:

- A. An individual, the individual and their spouse are insureds, but only with respect to the conduct of a business of which the individual is the sole owner.
- B. A partnership or joint venture, the partnership or joint venture is an insured. Members and partners of the business and their spouses are also insureds, but only with respect to the conduct of the business.
- C. A limited liability company, the limited liability company is an insured. Its members are also insureds, but only with respect to the conduct of the business. Managers are insureds, but only with respect to their duties as managers of the business.
- D. An organization other than a partnership, joint venture or limited liability company, the organization is an insured. Executive officers and directors are insureds, but only with respect to their duties as officers or directors of the organization. Stockholders are also insureds, but only with respect to their liability as stockholders.
- E. Employees, other than either executive officers (if the organization is other than a partnership, joint venture or limited liability company) or managers (if the business is a limited liability company) are insureds, but only for acts within the scope of their employment by the business or while performing duties related to the conduct of the business.

IV. LIMITS OF INSURANCE AND DEDUCTIBLE

- A. "Bodily injury," "property damage" and "corrective action costs."
 1. The Company's liability for each "claim" covered under this Policy shall not exceed the amount stated in the Declarations as LIMITS OF INSURANCE - EACH CLAIM. This limit is the maximum amount for which the Company is liable for "damages" arising out of each "claim" or suit covered hereunder.
 2. Subject to LIMITS OF INSURANCE - EACH CLAIM, the Company's liability for all "claims" covered under this Policy shall not exceed the amount stated in the Declarations as LIMITS OF INSURANCE - AGGREGATE POLICY LIMIT. This limit is the maximum amount for which the Company is liable for damages arising out of all "claims" covered under this Policy.
- B. Defense Costs.
 1. The Company's liability for Defense Costs for all "claims" covered under the Policy shall not exceed the amount stated in the Declarations as DEFENSE COSTS - AGGREGATE POLICY LIMIT.
- C. With regard to paragraphs A and B above the following applies.
 1. The number of insureds covered by the Policy shall not operate to increase the applicable Limits of Insurance.
 2. Two or more "claims" or suits arising out of the same, intermittent, interrelated, associated, repeated or continuous "release" shall be considered a single "claim" subject to the Each "Claim" Limit of

Insurance shown in the Declarations of the Policy in effect when the first "claim" is reported to the Company, and shall be deemed first reported to the Company during the "policy period" in which the initial "claim" is first reported to the Company.

3. Subject to the foregoing, the Company will pay covered "claims" in excess of the Deductible amount shown in the Declarations up to but not exceeding the Each "Claim" Limit.
- D. For the purpose of complying with Certificates of Insurance required by state or federal government with regard to environmental protection laws and regulations, a single or continuous, intermittent, interrelated, associated or repeated "release" as defined in the Policy shall be considered an occurrence to which the Each "Claim" Limit shown in the Declarations shall apply.

V. DEFINITIONS

Defined terms are in quotation marks throughout this Policy and may be used in either the singular or plural, as appropriate.

- A. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- B. "Claim" means:
1. Under Insuring Agreement A.1., written notice to the Company during the "policy period" of a "release" of a "petroleum product" from a scheduled "storage tank system" at a "scheduled facility"; or
 2. Under Insuring Agreement A.2., written notice to the Company during the "policy period" of any statement of potential responsibility or demand for money made against the insured alleging damages because of "bodily injury" or "property damage" arising out of a "release" of a "petroleum product" from a scheduled "storage tank system" at a "scheduled facility".
- C. "Corrective action costs" means reasonable and necessary expenses to evaluate, monitor, analyze, remedy, remove, abate or neutralize a "release" of a "petroleum product" to the extent required at 173-340 WAC.
- D. "Loading or unloading" means:
1. The delivery of a "petroleum product" to a scheduled "storage tank system"; or
 2. The dispensing of a "petroleum product" from a scheduled "storage tank system" to customers of the insured.
- E. "Motor vehicle" means any land motor vehicle, trailer or semi trailer designed for travel on public roads.
- F. "Petroleum product" means crude oil or any fraction thereof that is liquid at 60 degrees Fahrenheit and 14.7 pounds per square inch absolute, and any product that is derived therefrom.
- G. "Policy period" means the period shown as such in the Declarations, unless earlier canceled pursuant to Article IX. CONDITIONS, G. of this Policy.
- H. "Property damage" means:
1. Physical injury to or destruction of tangible property, including the loss of use thereof, and
 2. The reduction in the fair market value of real or personal property not owned, leased or otherwise under the control of any insured.
- I. "Release" means spilling, leaking, emitting, discharging, escaping or leaching.
- J. "Scheduled facility" means any location shown in the Schedule of Facilities endorsement attached to this Policy.
- K. "Storage tank system" means:
1. An underground storage tank or combination of tanks and associated piping, including any attached dispenser(s), that is used to contain an accumulation of regulated substances, where the volume of the tank and piping is 10 percent or more beneath the surface of the ground; and

2. An above ground storage tank or combination of tanks and associated piping, including any attached dispenser(s), that is used to contain an accumulation of regulated substances, where the volume of the tank and piping is more than 90 percent above the surface of the ground;

that are scheduled on the Policy.

VI. EXCLUSIONS

This Policy does not apply to:

- A. Any "release" known to the insured prior to the effective date of the "policy period".
- B. Any "claim" based on or arising out of the insured's obligation to pay damages by reason of assumption of liability in a contract or agreement unless the insured is otherwise legally obligated in the absence of the contract or agreement.
- C. Any "claim" submitted by an employee, partner, shareholder or joint venturer of any insured or by a business enterprise or individual or its agents, employees, assignees or subrogees that wholly or partly owns, leases, operates, manages or otherwise controls the insured.
- D. Any "claim" based on or arising out of any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or similar law.
- E. Any "claim" based on or arising out of "bodily injury" to:
1. An employee of the insured arising out of and in the course of:
 - a. Employment by the insured; or
 - b. Performing duties related to the conduct of the insured's business; or
 2. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph 1 above.
- This exclusion applies:
1. Whether the insured may be liable as an employer or in any other capacity; and
 2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- F. Any "claim" based on or arising out of any knowingly unlawful; dishonest, fraudulent, criminal, malicious or wrongful act, error or omission committed by, at the direction of or with the knowledge of an insured, its agents, contractors or consultants, whether or not such act is committed in the course and scope of employment or duties with or on behalf of the insured.
- G. Any "claim" based on or arising out of the ownership, entrustment, use, operation, "loading or unloading" of any "motor vehicle", aircraft, watercraft or rolling stock.
- H. Any "claim" based on or arising out of the intentional, willful or deliberate non-compliance with or the reckless disregard of any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, court order, executive order or instruction of any governmental agency or body where the insured caused, aided, assisted, encouraged or concealed such non-compliance.
- I. Any "claim" based on or arising from any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot, civil commotion, confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- J. Any "claim" based on or arising out of a "release" commencing after the date any "scheduled facility" is sold, abandoned, given away, leased, subleased or ceases to be operated by or otherwise under the control of the insured.
- K. Any "claim" based on or arising out of any costs, charges or expenses the insured incurs in the operation or maintenance of any "scheduled facility".
- L. Any costs, charges or expenses for the reconditioning or replacement of any "petroleum products".

- M. Any costs, charges or expenses to repair, upgrade, rebuild, replace, recondition, maintain, or close any "storage tank system".
- N. Any "claim" for punitive, exemplary or multiplied compensatory damages or statutory assessments or any civil, administrative or criminal fines or penalties or the return of or reimbursement for legal fees, costs or expenses imposed upon an insured.
- O. Any "claim" based on or arising out of a "release" that is intended or expected from the standpoint of the insured.
- P. Any "claim" based on or arising out of an intermittent, interrelated, associated, repeated or continuous "release" first commencing prior to the retroactive date.

VII. TERRITORY

This Policy only applies to "claims" which are brought in the United States, its territories or possessions, or Canada.

VIII. NOTICE OF CLAIM

The insured shall provide written notice to the Company as soon as practicable following any "claim" or any event which the insured shall have reason to believe might result in a "claim". The insured shall also include in such written notice details of the "release" or event.

The insured shall notify the Company in writing of any of the following:

1. Any "claim" or suit made against or received by the insured;
2. Any action or proceeding which may impose a legal obligation on the insured for a "claim";
3. Any conditions, events or circumstances that may give rise to a "claim" that, if first reported to the Company during the "policy period", may be covered by this Policy; or
4. Any conditions, events or circumstances for which notification to any governmental agency is required.

IX. CONDITIONS

- A. Changes: Notice to any agent or knowledge possessed by any agent or by any other personnel shall not effect a waiver or change any part of this Policy or prevent the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by Endorsement issued by the Company.
- B. Other Insurance: In the event other valid and collectible insurance issued by another insurer exists with respect to "claims" asserted under this Policy, the insurance afforded by this Policy shall apply as follows:
 1. This insurance shall apply as excess insurance over any other valid and collectable insurance, be it primary or excess. This excess insurance shall in no way be increased or expanded as a result of the receivership, insolvency or inability to pay of any insurer with respect to both the duty to indemnify and the duty to defend.
 2. Where this insurance is excess over other valid and collectable insurance, the Company will pay only its share of the amount of the "claim", if any, that exceeds that total amount that all such other insurance will pay for the "claim" in the absence of this insurance.

The insured shall, upon request, promptly provide the Company with copies of all policies potentially applicable to a "claim" covered by this Policy.

- C. Inspection and Audit: The Company shall be permitted but not obligated to inspect, sample and monitor on a continuing basis the insured's property or operations, at any time. Neither the Company's right to make inspections, sample and monitor, nor the actual undertaking thereof nor any report thereon, shall constitute an undertaking, on the insured's behalf or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation. The Company may examine, audit, copy and inspect the insured's books, records and services at any time during the "policy period" and within three years after the final termination of this Policy, as far as they relate

to the subject matter of this Policy.

The Company shall have the right to modify, amend or delete any of the terms and conditions of this Policy including the right to charge additional premium and the right to withdraw, rescind or void the Policy, if its examination, audit or inspection reveals any material risk, hazard or condition that is not previously disclosed by the insured in the application or supplemental material, or which deviated from the information disclosed in the application or supplemental material.

- D. **Assignment:** Assignment of interests under this Policy shall not bind the Company, except by Endorsement issued by the Company and made a part of this Policy.
- E. **First Named Insured as Sole Representative:** The First Named Insured shall act on behalf of all insureds with respect to completing the Application for this insurance, including representing the truth and completeness of all information as required in Article IX. CONDITIONS, M., giving or receiving notice of cancellation or non-renewal, paying premium or receiving unearned premium, agreeing to any changes in this Policy.
- F. **Insolvency of the insured:** Bankruptcy or insolvency of the insured or the insured's estate shall not relieve the Company of any of its obligations hereunder.

- G. **Cancellation and Non-Renewal:** This Policy may be canceled by the First Named Insured by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be canceled by the Company by mailing by Certified Mail Return Receipt Requested a written notice to the First Named Insured at the address shown in this Policy. The effective date of such cancellation shall be not less than 60 days (ten days for non-payment of premium) following receipt of the notice of cancellation by the First Named Insured. The time of surrender or the effective date of cancellation stated in the notice shall become the end of the "policy period".

Delivery of such written notice either by the First Named Insured or by the Company shall be equivalent to mailing. If notice is mailed by Certified Mail, the Return Receipt shall be sufficient proof of notice. If this Policy is issued to comply with any law or regulation which requires notice of cancellation to any governmental body, cancellation shall not be effective until the required notice has been provided by the Named Insured or the Company.

If the Company cancels this Policy, unearned premium shall be computed pro rata; if the First Named Insured cancels, the unearned premium shall be the customary short rate proportion of the premium. In either event, the applicable unearned premium shall be returned to the Named Insured as soon as practicable following the effective date of the cancellation. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of the effective date of the cancellation.

If the Company elects not to renew this Policy for an additional "policy period", the Company shall mail written notice to the First Named Insured at the address shown in the Declarations. Such written notice of non-renewal shall be mailed at least 60 days prior to the end of the "policy period".

- H. **Action against Company:** No action by the insured shall be taken against the Company:
1. Unless written notice of intent is made to the Company by the insured 90 days prior to suit, and as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy; and
 2. Until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual administrative proceeding or trial and appeal, if any, or by written agreement of the insured, the claimant, and the Company.

No person or organization shall have any right under this Policy to join the Company as a party to any action against the insured to determine the insured's liability nor shall the Company be impleaded by the insured or its legal representative.

- I. **Subrogation:** In this event the Company makes any payment under this Policy, the Company shall be subrogated to all the insured's rights of recovery thereof against any person or organization. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing to prejudice such rights.

Any recovery as a result of subrogation proceedings arising under this Policy after expenses incurred in such subrogation proceeding are deducted by the party bearing the expense shall accrue to the insured and the Company in proportion to each amount actually paid as a result of the judgment, settlement or defense of a "claim".

J. Assistance and Cooperation: The insured shall:

1. Cooperate with the Company and upon the Company's request shall produce all requested information and documentation, within a reasonable time;
2. Submit to examinations and interrogations by the Company's representative, under oath if required;
3. Attend hearings, depositions and trials; and
4. Assist in effecting settlements and securing and giving evidence, obtaining the attendance of witnesses in the conduct of suits.

The insured shall not, except at its own cost, make any payment or admit any liability for any "claims". The insured shall not, except with the approval of the Company, undertake any corrective action on its own behalf or engage any person or entity to provide such services.

K. Integration of All Agreements: This Policy and Endorsements attached hereto embody all agreements existing between the insured and the Company or any of its representatives relating to this insurance.

L. Duty of Named Insured to Report Changes: At all times during the "policy period", the Named Insured shall have the duty to notify the Company promptly of any change in the ownership of the Named Insured or a "scheduled facility". Notwithstanding such notice, no coverage is afforded by this Policy with respect to any "scheduled facility" which is not shown in the Declarations or by Endorsement issued by the Company.

M. Insured's Representation: By acceptance of this Policy, the Named Insured represents that the statements in the Declarations and the Application are true and complete and that this Policy is issued in reliance upon the truth and completeness of such statements and representations.

X. EXTENDED REPORTING PERIOD

In the event this Policy is canceled or non-renewed by the Named Insured or the Company, the Named Insured is entitled to the following extension of coverage:

An Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the "policy period" and lasts for 180 days. This extension of coverage does not apply if coverage for the "claim" seeking "corrective action costs" or damages because of "bodily injury" or "property damage" is provided by other insurance.

However, there shall be no entitlement to this extension if coverage is terminated due to the Named Insured's non-payment of the premium or Deductible or for failure to comply with the terms and Conditions of the Policy.

This extension of coverage shall be subject to all the terms and Conditions of this Policy and shall apply to "claims" first made against the insured and reported to the Company that result from a "release" of a "petroleum product" emanating from a scheduled "storage tank system" at a "scheduled facility" that first commences subsequent to the Policy effective date or retroactive date, if any, and before the end of the "policy period".

The fact that the period during which "claims" may be reported to the Company under this Policy is extended by virtue of the Extended Reporting Period does not in any way increase the Limits of Insurance of this Policy.



*Colony Insurance Company
Colony National Insurance Company
Colony Specialty Insurance Company*

PRIVACY NOTICE

Privacy is important to us. We understand that consumers really care about their privacy and want it to be protected. We are committed to safeguarding nonpublic personal information we collect about our consumers.

We treat personal information carefully and take steps to assure that it remains private. We allow only authorized employees to have access to personal information. We maintain physical, electronic and procedural security protections to safeguard the information in our records.

In order to conveniently and effectively provide and service the insurance products we sell, we may collect and use personal information from consumers on applications or other forms; from our transactions with consumers, such as payment and claims history; and from third parties, such as credit reports, driving and medical records; and claims history.

Except as required or permitted by law, we do not share personal information outside our company without obtaining the consumer's permission.

Keeping consumer information accurate and up to date is important to us. Consumers may see and request correction of personal information about them in our files, or contact us with questions about our privacy policy by writing to Gail Kimpfner, Privacy Coordinator, Colony Group, PO Box 85122, Richmond, Virginia 23285.

P. O. Box 85122 • Richmond, VA • 23285-5122
(804) 327-1700 • (800) 577-6614 • www.colonyins.com

Members of Argonaut

P.O. Box 880
Bridgeport WA 98813
Phone: 509-686-9330
Fax: 509-686-2100

Colville Tribal Fish Hatchery

Fax

To: Jim Greeves	From: Rodney Stensgar
Fax: 360-753-8072	Date: April 28, 2004
Phone:	Pages: 4
Re: UST info	CC:
<input type="checkbox"/> Urgent <input checked="" type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle	

•**Comments:** Here is my copy of insurance certification, and a note from Ray Allen. He will be back for more testing after his suggestions are carried out.

:
:
:
:
:

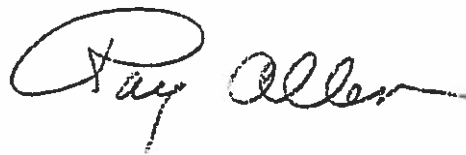
Raymond A. Allen, P.E.
10705 N Fairview Rd
Spokane, WA 99217-9726
Voice: 509-467-3911
Fax: 509-467-3910

Corrosion Control Engineering - ~~Invoice~~

4-26-2004

Rodney,

1. Replace 2 - 1" standard union with a dielectric union, 150 pound rating.
2. Insulate both 1" pipe from wall bracket at generator room wall.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF FACILITIES ENDORSEMENT STORAGE TANK POLLUTION LIABILITY COVERAGE

It is agreed that coverage is provided for the "Storage Tank Systems" at the "Scheduled Facility(ies)" listed below:

<u>SCHEDULED FACILITY(IES)</u>	<u>NUMBER OF STORAGE TANK SYSTEM(S)</u>	<u>RETROACTIVE DATE(S)</u>
Seven Bays Marina Davenport, WA 99122	2 Underground	01/17/94
Keller Ferry Marina Wilbur, WA 99185	1 Underground	1/17/94
13829J Highway 17 Bridgeport, WA 98813	2 Underground	10/23/00

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

WASHINGTON STORAGE TANK POLLUTION LIABILITY COVERAGE PART

This coverage part consists of this Declarations form, the Washington Storage Tank Pollution Policy Coverage Form and the endorsements indicated as applicable. (See COMMON POLICY DECLARATIONS for items 1 and 2.)

POLICY NO. WA673514-4

NAMED INSURED: Confederated Tribes of Colville, D.B.A. Roosevelt Recreational Enterprise

3. LIMITS OF INSURANCE:

Bodily Injury, Property Damage and Corrective Action Costs:
Each Claim: \$1,000,000
Aggregate Policy Limit: \$3,000,000

Defense Costs:
Aggregate Policy Limit: \$250,000

Deductible (Each Claim): \$5,000

RETROACTIVE DATE

Retroactive Date: See Facilities Schedule 12:01 A.M. standard time at your mailing address shown in Item 1 of the Common Policy Declarations

CLASSIFICATION	CODE NO.	PREMIUM BASIS	RATE	ADVANCE PREMIUM	
				PR / CO	ALL OTHER
WA Storage Tank Pollution Liability Policy Sudden & Accidental Release During Loading or Unloading Coverage Business Interruption Coverage Storage Tank Repair or Replacement Cost Coverage Per Scheduled Facility Aggregate Limit of Insurance	350-13454	<u>Number of Tanks</u> [5] Underground [0] Above ground	FLAT		\$2,254
		Not Covered			
		Not Covered			
		Not Covered			
		\$225			
4. FORMS / ENDORSEMENTS APPLICABLE: See Schedule of Forms - U001 (11/98)			TOTAL PREMIUM FOR THIS COVERAGE PART		\$2,479

5. FORM OF BUSINESS: Tribal Enterprise

Audit Period: Annual unless otherwise stated: FLAT

Apr 28 04 10:20a Rod y Stensgar
04/07/04 11:35 FAX 5096342
01-11-2004 16:41 FAX 5095477960

BENEFITS OFFICE
CONOVER INS

509-686-2100

0004
nos

p.5

Insured: **Confederated Tribes of Colville, D.B.A. Roosevelt Recreational Enterprises**
Policy Number: **WA673514-4**

SCHEDULE OF FORMS AND ENDORSEMENTS

Forms and Endorsements applying to and made a part of this policy at the time of issuance:

NUMBER	TITLE
FORMS APPLICABLE -	COMMON POLICY DECLARATIONS
IL0021E(PP)-0700 EU055-1200	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT EXCLUSION - YEAR 2000 COMPUTER RELATED & OTHER ELECTRONIC PROBLEMS
FORMS APPLICABLE -	WASHINGTON STORAGE TANK POLLUTION LIABILITY POLICY COVERAGE PART
DCJ6553-WA-0601 E038-1200 U094-0702 U002-0702 E077CERTWA-0701 WA-0801 E067-1200 E033MARINA-1200 EU163B-1102	WASHINGTON STORAGE TANK POLLUTION LIABILITY POLICY COVERAGE PART DECLARATIONS SCHEDULE OF FACILITIES ENDORSEMENT SERVICE OF SUIT ENDORSEMENT MINIMUM POLICY PREMIUM WASHINGTON CERTIFICATE OF INSURANCE ENDORSMENT WASHINGTON STORAGE TANK POLLUTION LIABILITY POLICY PER SCHEDULED FACILITY AGGREGATE LIMIT OF INSURANCE MARINA EXCLUSION WAR, CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM EXCLUSION

#4020050 Colville Tribal Fish Hatchery

SYSTEM SETUP

APR 7. 2004 2:22 PM

SYSTEM UNITS

U.S.

SYSTEM LANGUAGE

ENGLISH

SYSTEM DATE/TIME FORMAT

MON DD YYYY HH:MM:SS xM

COLVILLE FISH HATCH

13851 HWY 17

BRIDGEPORT, WA. 98813

509-686-9330

SHIFT TIME 1 : DISABLED

SHIFT TIME 2 : DISABLED

SHIFT TIME 3 : DISABLED

SHIFT TIME 4 : DISABLED

TANK PERIODIC WARNINGS

DISABLED

TANK ANNUAL WARNINGS

DISABLED

LINE PERIODIC WARNINGS

DISABLED

LINE ANNUAL WARNINGS

DISABLED

PRINT TO VOLUMES

DISABLED

TEMP COMPENSATION

VALUE (DEG F) : 60.0

STICK HEIGHT OFFSET

DISABLED

H-PROTOCOL DATA FORMAT

HEIGHT

DAYLIGHT SAVING TIME

ENABLED

START DATE

APR WEEK 1 SUN

START TIME

2:00 AM

END DATE

OCT WEEK 2 SUN

END TIME

2:00 AM

RE-DIRECT LOCAL PRINTOUT

DISABLED

SYSTEM SECURITY

CODE : 000000

IN-TANK SETUP

T 1: DIESEL

PRODUCT CODE : 1

THERMAL COEFF : .000450

TANK DIAMETER : 71.00

TANK PROFILE : 4 PTS

FULL VOL : 2383

53.3 INCH VOL : 1920

35.5 INCH VOL : 1195

17.8 INCH VOL : 453

FLOAT SIZE: 2.0 IN. 8496

WATER WARNING : 1.0

HIGH WATER LIMIT: 2.0

MAX OR LABEL VOL: 2383

OVERFILL LIMIT : 90%

: 2144

HIGH PRODUCT : 95%

: 2263

DELIVERY LIMIT : 15%

: 357

LOW PRODUCT : 250

LEAK ALARM LIMIT: 8

SUDDEN LOSS LIMIT: 25

TANK TILT : 0.85

MANIFOLDED TANKS

T#: NONE

LEAK MIN PERIODIC: 0%

: 0

LEAK MIN ANNUAL : 0%

: 0

PERIODIC TEST TYPE

STANDARD

ANNUAL TEST FAIL

ALARM DISABLED

PERIODIC TEST FAIL

ALARM DISABLED

GROSS TEST FAIL

ALARM DISABLED

ANN TEST AVERAGING: OFF

PER TEST AVERAGING: OFF

TANK TEST NOTIFY: OFF

TNK TST SIPHON BREAK: OFF

DELIVERY DELAY : 1 MIN

T 2: UNLEADED

PRODUCT CODE : 2

THERMAL COEFF : .000700

TANK DIAMETER : 48.00

TANK PROFILE : 4 PTS

FULL VOL : 548

36.0 INCH VOL : 448

24.0 INCH VOL : 274

12.0 INCH VOL : 100

FLOAT SIZE: 2.0 IN. 8496

WATER WARNING : 1.0

HIGH WATER LIMIT: 2.0

MAX OR LABEL VOL: 548

OVERFILL LIMIT : 90%

: 493

HIGH PRODUCT : 95%

: 520

DELIVERY LIMIT : 15%

: 82

LOW PRODUCT : 50

LEAK ALARM LIMIT: 8

SUDDEN LOSS LIMIT: 25

TANK TILT : - 0.40

MANIFOLDED TANKS

T#: NONE

LEAK MIN PERIODIC: 0%

: 0

LEAK MIN ANNUAL : 0%

: 0

PERIODIC TEST TYPE

STANDARD

ANNUAL TEST FAIL

ALARM DISABLED

PERIODIC TEST FAIL

ALARM DISABLED

GROSS TEST FAIL

ALARM DISABLED

ANN TEST AVERAGING: OFF

PER TEST AVERAGING: OFF

TANK TEST NOTIFY: OFF

TNK TST SIPHON BREAK: OFF

DELIVERY DELAY : 1 MIN

Obtained from their ATG, a Veeder-Root TLS-300c during an UST inspection conducted on 7 April 04.

Page 1 of 4

#4020050 Colville Tribal Fish Hatchery

SOFTWARE REVISION LEVEL
VERSION 16.02
SOFTWARE# 346016-100-C
CREATED - 98.05.14.13.04

S-MODULE# 330161-001-a
SYSTEM FEATURES:
PERIODIC IN-TANK TESTS
ANNUAL IN-TANK TESTS

IN-TANK DIAGNOSTIC

PROBE DIAGNOSTICS
T 1: PROBE TYPE MAG1
SERIAL NUMBER 237950
ID CHAN = 0xC000
GRADIENT = 350.7200

NUM SAMPLES = 20

C00	1303.0	C01	16073.8
C02	16073.3	C03	16073.2
C04	16073.3	C05	16073.3
C06	16074.0	C07	16073.6
C08	16074.0	C09	16073.7
C10	16073.7	C11	42953.3
C12	25306.2	C13	26686.7
C14	26966.3	C15	27261.1
C16	27211.6	C17	27325.1
C18	42955.4		

SAMPLES READ = 174463317
SAMPLES USED = 173019302

IN-TANK DIAGNOSTIC

PROBE DIAGNOSTICS
T 2: PROBE TYPE MAG1
SERIAL NUMBER 362543
ID CHAN = 0xC000
GRADIENT = 351.2400

NUM SAMPLES = 20

C00	1348.0	C01	7594.0
C02	7594.0	C03	7594.0
C04	7594.0	C05	7593.6
C06	7594.0	C07	7593.9
C08	7594.0	C09	7594.0
C10	7594.0	C11	44772.8
C12	25583.4	C13	27225.5
C14	28211.3	C15	28712.7
C16	29130.9	C17	29359.9
C18	44774.6		

SAMPLES READ = 174463226
SAMPLES USED = 174462034

IN-TANK LEAK DIAGNOSTIC

PROBE DIAGNOSTICS
T 1: PROBE TYPE MAG1
SERIAL NUMBER 237950
GRADIENT = 350.7200

NUM SAMPLES = 9258

C00	1302.8	C01	16164.5
C02	16164.4	C03	16164.5
C04	16164.5	C05	16164.5
C06	16232.0	C07	16232.0
C08	16232.0	C09	16232.0
C10	16232.0	C11	42959.2
C12	25310.2	C13	26732.8
C14	26992.8	C15	27248.2
C16	27196.5	C17	27319.8
C18	42960.5		

IN-TANK LEAK DIAGNOSTIC

PROBE DIAGNOSTICS
T 2: PROBE TYPE MAG1
SERIAL NUMBER 362543
GRADIENT = 351.2400

NUM SAMPLES = 16016

C00	1347.6	C01	8018.0
C02	8018.0	C03	8018.0
C04	8018.0	C05	8018.0
C06	8114.0	C07	8114.0
C08	8114.0	C09	8114.0
C10	8114.0	C11	44777.2
C12	24736.7	C13	27370.6
C14	28445.5	C15	28916.3
C16	29275.4	C17	29425.2
C18	44778.8		

LIQUID SENSOR SETUP

L 1: DIESEL BRINE
DUAL FLOAT HYDROSTATIC
CATEGORY : ANNULAR SPACE

L 2: UNLEADED BRINE
DUAL FLOAT HYDROSTATIC
CATEGORY : ANNULAR SPACE

See note on p.1. arpa One 4/15/04

page 2 of 4

#4020050 Colville Tribal Fish Hatchery

ALARM HISTORY REPORT

----- SYSTEM ALARM -----
PAPER OUT
JAN 26, 2003 12:28 PM
PRINTER ERROR
JAN 26, 2003 12:28 PM
BATTERY IS OFF
JAN 1, 1996 8:00 AM

***** END *****

ALARM HISTORY REPORT

----- IN-TANK ALARM -----
T 1:DIESEL
OVERFILL ALARM
APR 17, 2003 4:15 PM
LOW PRODUCT ALARM
APR 14, 2003 9:49 AM
FEB 12, 2003 1:40 PM
NOV 7, 2002 12:14 PM
INVALID FUEL LEVEL
FEB 14, 2003 9:56 AM
MAR 20, 2002 1:15 PM
MAY 9, 2000 5:18 PM

DELIVERY NEEDED
MAR 31, 2004 12:18 PM
APR 11, 2003 1:12 PM
JAN 24, 2003 1:41 PM

***** END *****

ALARM HISTORY REPORT

----- IN-TANK ALARM -----
T 2:UNLEADED
OVERFILL ALARM
DEC 22, 2003 3:59 PM
SEP 12, 2003 7:29 PM
JUL 15, 2003 6:41 PM
HIGH PRODUCT ALARM
DEC 22, 2003 3:59 PM
FEB 18, 2003 7:03 PM
NOV 11, 2002 5:01 PM
INVALID FUEL LEVEL
MAR 2, 2004 12:26 PM
OCT 17, 2002 3:33 PM
FEB 1, 1999 3:40 PM

DELIVERY NEEDED
MAR 2, 2004 12:25 PM
OCT 17, 2002 8:11 AM
JUL 16, 2002 4:17 PM

***** END *****

ALARM HISTORY REPORT

----- SENSOR ALARM -----
L 1:DIESEL BRINE
ANNULAR SPACE
HIGH LIQUID ALARM
AUG 27, 2003 12:18 AM
HIGH LIQUID ALARM
AUG 27, 2003 12:10 AM
HIGH LIQUID ALARM
AUG 27, 2003 12:09 AM

***** END *****

ALARM HISTORY REPORT

----- SENSOR ALARM -----
L 2:UNLEADED BRINE
ANNULAR SPACE
HIGH LIQUID ALARM
JUL 15, 2003 6:37 PM
HIGH LIQUID ALARM
JUL 23, 2002 2:00 PM
HIGH LIQUID ALARM
JUL 12, 2002 6:12 PM

***** END *****

ALARM HISTORY REPORT

----- SENSOR ALARM -----
L 3:
OTHER SENSORS

***** END *****

See note on p.1.
CH Page 2415104

#4020050 Colville Tribal Fish Hatchery

LEAK TEST METHOD

TEST MONTHLY : ALL TANK

WEEK 2 SUN

START TIME : 12:00 AM

TEST RATE : 0.20 GAL/HR

DURATION : 4 HOURS

LEAK TEST REPORT FORMAT
NORMAL

See note on p.1. *arBulio* 4/15/04

page 4 of 4



Appleland Pump and Equipment

(509) 662-0832 • Fax (509) 662-9616 • P.O. Box 3011 • Wenatchee, WA 98807-3011
In State Watts Line 1-800-832-6010

November 7, 2000

Rod Stensgar
Tribal Fish Hatchery
P. O. Box 880
Bridgeport, WA 98813

Dear Rod:

Thank you for your order regarding correcting the problems found during the EPA inspection.

The equipment is on order at this time.

Once the equipment is received we will proceed with the installation, testing, and coordination of the engineering part of the project.

We will contact you to coordinate a date for the project to begin.

Cordially,

APPLELAND PUMP & EQUIPMENT

Jim Gamel
Owner/Operator

START IN-TANK LEAK TEST
TEST BY PROGRAMMED TIME
OCT 8, 2000 12:00 AM

TEST LENGTH 4 HOURS

T 1:DIESEL
VOLUME = 1393 GALS
ULLAGE = 990 GALS
90% ULLAGE= 751 GALS
HEIGHT = 40.16 INCHES
WATER VOL = 0 GALS
WATER = 0.00 INCHES
TEMP = 67.7 DEG F

* * * * * END * * * * *

START IN-TANK LEAK TEST
TEST BY PROGRAMMED TIME
OCT 8, 2000 12:00 AM

TEST LENGTH 4 HOURS

T 2:UNLEADED
VOLUME = 395 GALS
ULLAGE = 153 GALS
90% ULLAGE= 98 GALS
HEIGHT = 32.03 INCHES
WATER VOL = 0 GALS
WATER = 0.00 INCHES
TEMP = 68.7 DEG F

* * * * * END * * * * *

STOP IN-TANK LEAK TEST
T 1:DIESEL
OCT 8, 2000 3:00 AM

COLVILLE FISH HATCH
13851 HWY 17
BRIDGEPORT,WA.98813
509-686-9330

OCT 8, 2000 3:00 AM

LEAK TEST REPORT

T 1:DIESEL
PROBE SERIAL NUM 237950

TEST STARTING TIME:
OCT 8, 2000 12:00 AM

TEST LENGTH = 4.0 HRS
STRT VOLUME = 1388.5 GAL

LEAK TEST RESULTS
0.20 GAL/HR TEST PASS

* * * * * END * * * * *

STOP IN-TANK LEAK TEST
T 2:UNLEADED
OCT 8, 2000 3:00 AM

COLVILLE FISH HATCH
13851 HWY 17
BRIDGEPORT,WA.98813
509-686-9330

OCT 8, 2000 3:00 AM

LEAK TEST REPORT

T 2:UNLEADED
PROBE SERIAL NUM 362543

TEST STARTING TIME:
OCT 8, 2000 12:00 AM

TEST LENGTH = 4.0 HRS
STRT VOLUME = 392.3 GAL

LEAK TEST RESULTS
0.20 GAL/HR TEST PASS

* * * * * END * * * * *

11/7/00 Gayle SD9 634-2871

STORAGE TANK POLLUTION LIABILITY
DECLARATIONS

COPY

Colony Insurance Company
9201 Forest Hill Avenue, Suite 200
Richmond, VA

Policy Number WA673514

Renewal of: New

This is a claims made policy and should be reviewed with your insurance agent or broker very carefully.

1. Named Insured and Mailing Address:
Confederated Tribes of Colville
dba: Roosevelt Recreationl Enterprise
PO Box 5
Coulee Dam, WA 99116
Producer: 46005
Seabury & Smith
601 West Main, Suite 1400
Spokane, WA 99210-2151
2. Business Type: Tribal Enterprise
3. Policy Period From: 1/17/00 To: 1/17/01
12:01 a.m. at mailing address of the named insured above.
4. Limits of liability for third party damages and corrective actions costs:
Single Release Limit: \$ 1,000,000
Aggregate Policy Limit: \$1,000,000
5. Forms and endorsements attached to and made a part of this policy:
Policy Form P-PP1 (1/98), E-SF1 (12/97), E-DC1 (12/97), E-SR1 (12/97), E-SS1 (12/97),
E-MP1 (12/97), E-IC (12/97), P-CI (10/98), E-AT1 (12/97), E-LE1 (10/98), E2000yKB (12/98)
E-BROADERP (7/99), E-LL(5/99)
6. Retroactive Date: 1/17/94
7. Policy Premium: \$ 1,276 **35% MINIMUM EARNED**
8. Policy Fee: \$ 75
9. Insider's Representation: The named insured represents that the statements in this declaration and the application and the attachments to the application are true and complete, and are the basis of this policy and are to be considered as incorporated into and constituting a part of this policy, and that this policy is issued in reliance upon the truth and completeness of such agreements and representations.
UBI#: 600-448-923
PD-PP (1/98)
Michele Williams
Countersigned by:
Authorized Representative

SCHEDULED FACILITY (IES) - PP

ENDORSEMENT #1

POLICY NO.: #WA673514
NAMED INSURED: Confederated Tribes of Colville, dba: Roosevelt Recreational Enterprise
EFFECTIVE DATE OF ENDORSEMENT: 1/17/00

This Endorsement forms a part of the Policy to which it is attached and is effective on the inception date of the Policy unless otherwise stated herein.

It is agreed that coverage is provided for the following Storage Tank Systems at the Scheduled Facility(ies):

SCHEDULED FACILITY(IES)	NUMBER OF STORAGE TANK SYSTEM(S)
Roosevelt Recreational Enterprise Stevens Bays Marina, Davenport	2
Roosevelt Recreational Enterprise Keller Ferry Marina, Wilbur	1
10/23/00 Added Fish Hatchery	2

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

DEFENSE COSTS

ENDORSEMENT #2

POLICY NO.: #WA673514
NAMED INSURED: Confederated Tribes of Colville, dba: Roosevelt Recreational Enterprise
EFFECTIVE DATE OF ENDORSEMENT: 1/17/00

This Endorsement forms a part of the Policy to which it is attached and is effective on the inception date of the Policy unless otherwise stated herein.

Limits of Liability for Defense Costs:

Single Release Limit:	\$250,000
Aggregate Policy Limit:	\$250,000

The Single Release limit stated above is the most the Company will pay on account of Defense Costs attributable to any one Release for which a Claim is first reported to the Company during the Policy Period regardless of the number of Environmental Impairments which are alleged to have been caused by the Release and regardless of the number of Claims which arise out of such Release.

Regardless of the number of Releases, Environmental Impairments, Claims, or Insureds to which this Policy applies, the Company shall not be required to pay more than the amount stated above as the Limits of Liability for Defense Costs: Aggregate Policy Limit.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

SELF-INSURED RETENTION

ENDORSEMENT #3

POLICY NO.: #WA673514
NAMED INSURED: Confederated Tribes of Colville, dba: Roosevelt Recreational Enterprise
EFFECTIVE DATE OF ENDORSEMENT: 1/17/00

This Endorsement forms a part of the Policy to which it is attached and is effective on the inception date of the Policy unless otherwise stated herein.

Self-Insured Retention applicable to Third Party Damages, Corrective Action Costs, and Defense Costs:

Single Release Retention: 5,000

Aggregate Policy Retention: N/A

The Company's obligation to pay **Third Party Damages, Corrective Action Costs, or Defense Costs** or any combination thereof on behalf of an Insured applies only in excess of **Self-Insured Retention** amounts stated above as a **Single Release Retention**. The application of this retention shall not increase the Policy Limits of Liability for **Third Party Damages, Corrective Action Costs, or Defense Costs**.

Regardless of the number of **Releases, Environmental Impairments or Claims** reported during the **Policy Period** to which this Policy applies, the **Insured** shall not be required to pay more with respect to the **Policy Period** than the amount stated above as the **Aggregate Policy Retention**.

No payment by the **Insured** of any **Third Party Damages, Corrective Action Costs, or Defense Costs** shall constitute payment under the **Self-Insured Retention** unless the Company has been advised in writing of each **Release or Claim** and agrees in advance, in writing, to such payments by the **Insured**.

After Notice the **Named Insured**, the Company may advance at its sole discretion, on behalf of the **Insured**, part or all of the **Self-Insured Retention** amount to pay or effect settlement of **Third Party Damages, Corrective Action Costs, or Defense Costs**. Upon notification of the action taken, the **Named Insured** shall promptly reimburse the Company for such part of the **Self-Insured Retention** amount as has been advanced by the Company of any liability for coverage under any and all **Releases, Environmental Impairments or Claims** that would otherwise be covered under this Policy.

At all times that this Policy is in force, the **Insured** is required to maintain the security described in Article VIII (A), Security for **Self-Insured Single Release Retention**, of this Policy as provided above.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

SERVICE OF SUIT

ENDORSEMENT #4

POLICY NO.: #WA673514
NAMED INSURED: Confederated Tribes of Colville, dba: Roosevelt Recreational Enterprise
EFFECTIVE DATE OF ENDORSEMENT: 1/17/00

This Endorsement forms a part of the Policy to which it is attached and is effective on the inception date of the Policy unless otherwise stated herein.

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due under this Policy, the Company, at the request of the Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such court jurisdiction and all matters arising as a result of such action shall be determined in accordance with the law and practice of such court.

It is further agreed that service of process in such suit may be made upon the President of the Company or his nominee, at 9201 Forest Hill Drive, Suite 200, Richmond, VA 23235, and that in any suit instituted against the Company, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suite is instituted.

Further, pursuant to any statute of any State, Territory or District of the United States of America, which makes provision therefor, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured arising out of this contract of insurance, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

MINIMUM EARNED PREMIUM

ENDORSEMENT #5

POLICY NO.: #WA673514
NAMED INSURED: Confederated Tribes of Colville, dba: Roosevelt Recreational Enterprise
EFFECTIVE DATE OF ENDORSEMENT: 1/17/00

This Endorsement forms a part of the Policy to which it is attached and is effective on the inception date of the Policy unless otherwise stated herein.

It is agreed that Article VIII (G), Cancellation and Non Renewal, is amended to include:

In the event of cancellation by the Insured or cancellation for non-payment of premium by the Company, earned premium will be computed short rate or subject to a minimum of 35%, whichever is greater.

This insurance cannot be canceled flat.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

INDEPENDENT COUNSEL

ENDORSEMENT #6

POLICY NO.: #WA673514
NAMED INSURED: Confederated Tribes Of Colville, dba: Roosevelt Recreational Enterprise
EFFECTIVE DATE OF ENDORSEMENT: 1/17/00

This Endorsement forms a part of the Policy to which it is attached and is effective on the inception date of the Policy unless otherwise stated herein.

It is agreed that in the event the **Insured** is entitled by law to select Independent Counsel to defend the **Insured** at the Company's expense, the attorney fees and all other litigation expenses the Company must pay to the counsel are limited to the rates the Company pays to counsel the Company retains in the ordinary course of business in the defense of similar **Claims** or suits in the community where the **Claim** arose or is being defended.

The Company may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending **Claims** or suits similar to the one pending against the **Insured** and to require such counsel to have Errors & Omissions Insurance coverage. As respects any such counsel, the **Insured** agrees that counsel will timely respond to the Company's requests for information regarding the **Claim** or suit.

The **Insured** may at anytime, by its signed contract, waive its right to select Independent Counsel.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

CERTIFICATE OF INSURANCE

ENDORSEMENT #7

POLICY NO.: #WA673514
NAMED INSURED: Confederated Tribes of Colville, dba: Roosevelt Recreational Enterprise
EFFECTIVE DATE OF ENDORSEMENT: 1/17/00

NAME: Per Attached List
ADDRESS: Per Attached List
PERIOD OF COVERAGE: 1/17/00 to 1/17/01

NAME OF INSURER: Colony Insurance Company
9201 Forest Hill Avenue, Suite 200
Richmond, VA 23235
Tel. (800) 577-6614

NAME OF INSURED: Confederated Tribes of Colville, dba: Roosevelt
Recreational Enterprise
ADDRESS OF INSURED: PO Box 5
Coulee Dam, WA 99116

CERTIFICATION:

1. Colony Insurance Company, the "Insurer", as identified above, hereby certifies that it has issued liability insurance covering the following Underground Storage Tank(s):

See Endorsement #1


For taking corrective action and compensating third parties for bodily injury and property damage caused by either sudden accidental releases or non-sudden accidental releases or accidental releases, in accordance with and subject to the limits of liability, exclusions, conditions, and other terms of the policy arising from operating the Underground Storage Tank(s) identified above.

The Limits of Liability are 1,000,000 Each Occurrence and \$1,000,000 Annual Aggregate, exclusive of legal defense costs, which are subject to a separate limit under the policy. This coverage is provided under P-PP1 (1/98). The effective date of the policy 1/17/00.

CERTIFICATE OF INSURANCE

2. The Insurer further certifies the following with respect to the insurance described in Paragraph 1:
- A. Bankruptcy or insolvency of the Insured shall not relieve the insurer of its obligation under the policy to which this certificate applies.
 - B. The Insurer is liable for the payment of amounts within any deductible applicable to the policy to the provider of Corrective Action or a Damaged Third-Party, with a right of reimbursement by the insured for any such payment made by the Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated under another mechanism or combination or mechanisms as specified in 40 CFR 280.95-280.102.
 - C. Whenever requested by the director of an implementing agency, the Insurer agrees to furnish to the director a signed duplicate original of the policy and all endorsements.
 - D. Cancellation or any other termination of the insurance by the Insurer, except for non-payment of premium or misrepresentation by the insured, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the insured. Cancellation for non-payment of premium or misrepresentation by the insured will be effective only upon written notice and only after expiration of a minimum of 10 days after a copy of such written notice is received by the insured.
 - E. The insurance covers claims otherwise covered by the policy that are reported to the Insurer within six months of the effective date of cancellation or non-renewal of the policy except where the new or renewed policy has the same retroactive date earlier than that of the prior policy, and which arise out of any covered for occurrence that commenced after the policy retroactive date, if applicable, and prior to such policy renewal or termination date. Claims reported during such Optional Extended Reporting Period are subject to the terms, conditions, limits, including limits of liability, and exclusions of the policy.

I hereby certify that the wording of this instrument is identical to the wording in 40 CFR 280.97 (B)(2) and that the Insurer is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines Insurer, in one or more states.


Lionel Greenwood
Authorized Representative of Colony Insurance Company
9201 Forest Hill Avenue, Suite 200
Richmond, VA 23235

ABOVE GROUND STORAGE TANK EXCLUSION

ENDORSEMENT #8

POLICY NO.: #WA673514
NAMED INSURED: Confederated Tribes of Colville, dba: Roosevelt Recreational Enterprise
EFFECTIVE DATE OF ENDORSEMENT: 1/17/00

This Endorsement forms a part of the Policy to which it is attached and is effective on the inception date of the Policy unless otherwise stated herein.

It is agreed that Article III (L), **Storage Tank System**, is deleted in its entirety and replaced as follows:

- L. **Storage Tank System** means an underground storage tank or combination of tanks and associated piping, including any attached dispenser(s), that is used to contain an accumulation of regulated substances, the volume of which is 10 percent or more beneath the surface of the ground.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

LOADING AND UNLOADING EXCLUSION (PP)

ENDORSEMENT #9

POLICY NO.: #WA673514
NAMED INSURED: Confederated Tribes of Colville, dba: Roosevelt Recreational Enterprise
EFFECTIVE DATE OF ENDORSEMENT: 1/17/00

This Endorsement forms a part of the Policy to which it is attached and is effective on the inception date of the Policy unless otherwise stated herein.

It is agreed that Article VI, Exclusion N is deleted in its entirety and replaced with the following:

- N. Any Third Party Damages or Corrective Action Costs arising out of the ownership, entrustment, use, operation, loading or unloading of any Motor Vehicle, aircraft, watercraft or rolling stock.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

E-LE1 (10/98)

BROAD FORM EXTENDED REPORTING PERIOD COVERAGE (PP)
ENDORSEMENT NO. 11

POLICY NO.:
NAMED INSURED: #WA673514
EFFECTIVE DATE OF ENDORSEMENT: 1/17/00
Confederated Tribes of Colville, dba: Roosevelt Recreational Enterprise

This Endorsement forms a part of the Policy to which it is attached and is effective on the inception date of the Policy unless otherwise stated herein.

It is agreed that Article X. EXTENDED REPORTING PERIOD, is deleted in its entirety and replaced with the following:

X. EXTENDED REPORTING PERIOD

A. Automatic Extended Reporting Period

In the event this Policy is cancelled or is not renewed for an additional Policy Period, the Insured is entitled to Automatic Extended Reporting Period coverage from the Company. Such Automatic Extended Reporting Period will be subject to the terms, conditions and limitations (including any Self-Insured Retention and all Limits of Liability for Third Party Damages and Corrective Action Costs and all Limits of Liability for Defense Costs) of this Policy, and shall be for Claims which are first reported to the Company during the period of 180 days following the end of the Policy Period, provided such Claim arises out of a Release which commences after the Retroactive Date and before the end of the Policy Period.

B. Optional Extended Reporting Period

In the event this Policy is cancelled or is not renewed for an additional Policy Period, the Insured may purchase Extended Reporting Period coverage from the Company for an additional premium not to exceed 100% of the expiring annual premium. To invoke the Optional Extended Reporting Period, the Insured must make written request to the Company within 30 days after the effective date of cancellation, non-renewal or expiration of this Policy, as the case may be, and must pay the additional premium upon demand therefore. Such Optional Extended Reporting Period will be subject to the terms, conditions and limitations (including any Self-Insured Retention and all Limits of Liability for Third Party Damages and Corrective Action Costs and all Limits of Liability for Defense Costs) of this Policy, and shall be for Claims which are first reported to the Company during the period of 365 days following the end of the Policy Period, provided such Claim arises out of a Release which commences after the Retroactive Date and before the end of the Policy Period.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

E-BROADERP(7/99)

YEAR 2000 MANDATORY ENDORSEMENT

ENDORSEMENT #10

POLICY NO.: #WA673514

NAMED INSURED: Confederated Tribes of Colville, dba: Roosevelt Recreational Enterprise

EFFECTIVE DATE OF ENDORSEMENT: 1/17/00

This Endorsement forms a part of the Policy to which it is attached and is effective on the inception date of the Policy unless otherwise stated herein.

It is hereby agreed that the following is added to Section VI. Exclusions:

The Policy does not apply to:

Any **Claims** or **Release** caused directly or indirectly by the following. Such **Claims** or **Release** are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the **Claims** or **Release**.

1. The failure, malfunction or inadequacy of:

(a) Any of the following, whether belonging to any **Insured** or to others:

- i. Computer hardware, including microprocessors;
- ii. Computer application software;
- iii. Computer operating systems and related software;
- iv. Computer networks;
- v. Microprocessors (computer chips) not part of any computer system; or
- vi. Any other computerized or electronic equipment or components; or

(b) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in paragraph 1.(a) of this Endorsement.

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the Year 2000.

2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by the **Insured** or for the **Insured** to determine, rectify, or test for, any potential or actual problems described in paragraph 1 of this Endorsement.

We will not pay for repair, replacement or modification of any items in paragraphs 1.(a) and (b) of this Endorsement to correct any deficiencies or change any features.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.